

STATE OF ALABAMA)

SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Anthony J. Bartol, a single man, to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., dated the 29th day of January, 2004, recorded in Instrument Number: 20040217000081720, in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Fannie Mae as Trustee For Fannie Mae REMIC TRUST 2004-W3 by instrument recorded in Instrument Number: 20120713000252120, in the aforesaid Probate Office; and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged **Anthony J. Bartol**, a married man (herein referred to as "Grantor"), does hereby grant, bargain, sell and convey unto **Fannie Mae as Trustee For Fannie Mae REMIC TRUST 2004-W3** (herein referred to as "Grantee"), all of his right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Lot 208, according to the Final Plat of High Ridge Village, Phase 5, as recorded in Map Book 29, Page 132, in the Probate Office of Shelby County, Alabama.

This property is not the homestead of the grantor or the grantor's spouse.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantor.

It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance and any proceedings instituted under the Bankruptcy Code or otherwise, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title, and rights under the Mortgage, and the indebtedness secured thereby, and, in any such event, said Grantee shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed and delivered to the Grantee. Further, it is the intent of the parties hereto, that the execution of the within conveyance by Grantor, and acceptance of delivery of this deed will not operate as a merger of the mortgage lien into the fee of the property in the event the mortgage lien is necessary to protect the Grantee herein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantor does assign and covenant with the said Grantee that he/she is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that he has a good right to sell and convey the same as aforesaid; and that he/she will, and his/her successors and assigns shall warrant and defend the same unto the said Grantee, its successors and assigns forever, against the lawful claims of any and all persons.

TO HAVE AND TO HOLD to the said Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his signature this the 6 day of November, 2012.


Anthony J. Bartol

NOTARY ACKNOWLEDGEMENT

STATE OF Alabama)
Coffee COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony J. Bartol, a married man, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 6th day of November, 2012.





NOTARY PUBLIC

My Commission Expires:

DEBRA JONES
NOTARY PUBLIC
SHELBY COUNTY, ALABAMA
MY COM. EXPIRES 07-27-2016

This Instrument Prepared By:
Andy Saag, Esq.
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, AL 35255-5727
Sirote#: 128347


20130115000020130 2/3 \$23.00
Shelby Cnty Judge of Probate, AL
01/15/2013 11:04:15 AM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Bank of America, N.A. on behalf
of Fannie Mae as Trustee For
Fannie Mae REMIC TRUST
2004-W3

Mailing Address c/o Bank of America
7105 Corporate Drive, Mail Stop
PTX-C-35
Plano, TX 75024

Property Address 244 High Ridge Dr
Pelham, AL 35124-4004

Grantee's Name Bank of America, N.A. on behalf of
Fannie Mae as Trustee For
Fannie Mae REMIC TRUST 2004-
W3

Mailing Address c/o Bank of America
7105 Corporate Drive, Mail Stop
PTX-C-35
Plano, TX 75024

Date of Sale November 6, 2012

Total Purchase Price \$ _____
or
Actual Value \$118,900.00
or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)
(Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☐ Other Foreclosure Bid Price
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

____ Unattested

(verified by)

Print Kayla Carlile Bates, foreclosure specialist

Sign Kayla Carlile Bates
(Grantor/Grantee/Owner/Agent) circle one

