



20130508000190430 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
05/08/2013 11:51:52 AM FILED/CERT

Send Tax Notice to:
CitiMortgage, Inc.
1000 Technology Drive, MS 314
O'Fallon, MO 63368

STATE OF ALABAMA)
COUNTY OF SHELBY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under the certain Note and Mortgage executed by Christopher W. Thomason, single man, as his sole & separate property, to MERS, solely as nominee for Impact Mortgage Group, Inc, a Alabama Corporation. dated the 2nd day of November, 2005, and recorded as Instrument Number 20051109000585750 in the Probate Office of Shelby County, Alabama, and subsequently transferred and assigned to CitiMortgage; 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, Christopher W. Thomason, single man, (herein referred to as "Grantor") does grant, bargain, sell, and convey unto CitiMortgage, Inc. (herein referred to as "Grantee"), all right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

That real property situated in County of Shelby, State of Alabama,
described as follows, to wit:

Lot 16 according to the Survey of Cahaba Manor Townhomes, First
Addition as recorded in Map Book 7, Page 57, Shelby County, Alabama
records

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove.

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 therein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantor does assign, covenant with the said Grantee that they are lawfully seized of said premises in fee simple; that is free from all encumbrances except as hereinabove stated; that they have a good right to sell and convey the same as aforesaid; and that they will, and their 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.

Grantor and Grantee, agree that this Deed in Lieu of Foreclosure and the transactions contemplated herein are a mutual, full, and complete settlement, discharge and release of Grantor's and Grantee's claims relating to the mortgage, including, without limitation, their rights and obligations with respect to the rescission of the mortgage pursuant to the Truth-In-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and Grantor further acknowledges that he/she has elected to proceed with this Deed in Lieu of Foreclosure and the transactions contemplated herein in lieu of any other rights or actions that he/she might pursue with respect to rescission either now or in the future.

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

IN WITNESS WHEREOF, the said Christopher W. Thomason has hereunto set signature and seal on this the 20 th day of March, 2013.


Christopher W. Thomason

ACKNOWLEDGMENT OF CHRISTOPHER W. THOMASON

State of Alabama)
County of Jefferson)

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

Given under my hand and seal on this 20 day of March, 2013.



NOTARY PUBLIC

My Commission Expires ~~MY COMMISSION EXPIRES~~ APRIL 23, 2015

This instrument prepared by:
David Sigler, Esq.
Morris|Hardwick|Schneider, LLC
2718 20th Street South, Suite 210
Birmingham, AL 35209

**AGREEMENT FOR DEED IN LIEU OF FORECLOSURE AND
ESTOPPEL AND SOLVENCY AFFIDAVIT**

Christopher W. Thomason being first fully sworn depose(s) and say(s):

That he/she/they are the identical PARTIES who made, executed and delivered that certain Deed in Lieu of Foreclosure to CitiMortgage, Inc. (hereinafter referred to as Grantee), conveying the following described property, to-wit:

Lot 16 according to the Survey of Cahaba Manor Townhomes, First Addition as recorded in
Map Book 7, Page 57, Shelby County, Alabama records

That the lien and title of the mortgage shall be merged in the title hereby conveyed only in the event of the full effectiveness of this conveyance according to the term 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 in any proceedings instituted under bankruptcy or other law, or in the event that the survival of the lien of the mortgage is necessary or appropriate to protect the interest and complete title of Grantee, 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 the Grantee shall have the right to proceed to a foreclosure of the mortgage as determined by Grantee in all respects as if this instrument had not been executed.

That the aforesaid Deed in Lieu of Foreclosure was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to Grantee, or will be surrendered upon delivery of that certain Deed in Lieu of Foreclosure; that the consideration in aforesaid Deed in Lieu of Foreclosure was and is payment to deponent(s) of the sum of \$1.00, and other good and valuable considerations by Grantee, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of that certain Mortgage (in default) heretofore existing on the property therein recorded in the Office of the Judge of Probate as Instrument Number 20051109000585750 of the Public Records of Shelby County, Alabama.

That the aforesaid Deed in Lieu of Foreclosure was made by these deponent(s) as the result of their request that the said Grantee accept such deed, and was their free and voluntary act; that at the time of making said Deed in Lieu of Foreclosure these deponent(s) felt and still feel that the mortgage indebtedness above mentioned exceeds the fair value of the property so deeded; that said deed was not given as a preference against other creditors of the deponent(s); that at the time it was given there was no other person or persons, firms, or corporation, other than the Grantee interested, either directly or indirectly in said premises except for matters disclosed in title commitment issued to grantee; that these deponent(s) are solvent and have no other creditors whose right would be prejudiced by such conveyance, and that deponent(s) are not obligated upon any note, bond or other mortgage where by any lien has been created or exists against the premises described in said deed, and that deponent(s) in offering to execute the aforesaid deed to the grantee therein and in executing same were not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee or the agent or attorney or any other representative of the Grantee, and that it was the intention of these deponent(s) as grantors in said deed to convey and by said deed these deponent(s) did convey to the grantee therein all their right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid Deed in Lieu of Foreclosure made by these deponent(s) was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, after approval of title by the grantee. The receipt or acceptance of said deed as aforesaid shall in no way restrict the right

of (grantee), or the right of his successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From the date of this affidavit deponent(s) also assign, transfer and set over to Grantee any rental payments then owing or which may thereafter become due from any occupant or occupants or said property.

This affidavit is made for the protection and benefit of the aforesaid Grantee, their successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

WITNESS MY HAND, this the 20th day of March, 2013.

Christopher W. Thomason (Seal)
Christopher W. Thomason

State of Alabama)
County of Jefferson)

SWORN AND SUBSCRIBED before me this 20 day of March, 2013 by Christopher W. Thomason.

Rebecca C Shannon
Notary Public

Printed Name of Notary Public Rebecca C Shannon
My Commission Expires: _____

MY COMMISSION EXPIRES APRIL 23, 2015

This instrument was prepared by:
David Sigler
Morris|Hardwick|Schneider, LLC
1301 Hightower Trail, Suite 305
Sandy Springs, GA 30350

Real Estate Sales Validation Form

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

Grantor's Name Christopher N. Thomson
Mailing Address 1410 LANTANA Dr
Hoover AL 35226

Grantee's Name CitiMortgage
Mailing Address 1000 Technology Dr
O'Fallon, MO 63368

Property Address 723 Cahaba Manor Trail
Pelham AL 35124

Date of Sale March 20, 2013
Total Purchase Price \$

or
Actual Value \$

or
Assessor's Market Value \$ 93,900.00

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
☐ Sales Contract
☐ Closing Statement

☒ Appraisal
☒ Other Deed in Lieu of Foreclosure

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,

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 5-7-2013

Print Damon Whiting

☐ Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

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