

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244
(NO TITLE EXAMINATION PROVIDED)

SEND TAX NOTICE TO:
James Nelson and Joni Nelson
2307 Highway 331
Columbiana, AL 35051-3180

STATE OF ALABAMA)
SHELBY & BIBB COUNTY)

DEED IN LIEU OF FORECLOSURE

This Deed in Lieu of Foreclosure (“Deed in Lieu”) is made and entered into this 18th day of July, 2013, by and between Eddie Nabors and wife, Doris Nabors (“Mortgagors”), and James Nelson and Joni Nelson, as Trustees under The Nelson Living Trust, dated July 25, 2005 (“Mortgagee”).

RECITALS

WHEREAS, on October 31, 2006, Mortgagors entered into that certain mortgage (the “Mortgage”) recorded in Book 180, at Page 669, in the office of the Judge of Probate of Bibb County, Alabama, and as Instrument #20061108000547500 in the Probate Office of Shelby County, Alabama, which Mortgage secured a promissory note (the “Note”) evidencing an indebtedness in the amount of Five Hundred Twenty-Five Thousand and No/100 Dollars (\$525,000.00); and

WHEREAS, on December 15, 2009, the Note was increased to Five Hundred Seventy-Eight Thousand Eight Hundred Twelve and 50/100 Dollars (\$578,812.50), and Mortgagors entered into an Amendment to Mortgage recorded in Book 241, at Page 442, in the office of the Judge of Probate of Bibb County, Alabama, and as Instrument #20100204000035910 in the Probate Office of Shelby County, Alabama; and

WHEREAS, Mortgagors failed to pay the installment payments under the Note when due and have defaulted on the obligations set forth in the Note and Mortgage.

NOW, THEREFORE, in exchange for Mortgagee’s covenant not to sue Mortgagors, release from liability to pay the Note, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagors do hereby grant, bargain, sell, and convey the following described property (the “Property”) to Mortgagee, absolutely and free of any right of redemption that Mortgagors have or may become entitled to:

Tract I:

Part of Section 19, Township 24 North, Range 12 East, Bibb County, Alabama, described as follows: From the Northwest corner of said Section, run East along the Section line, 90.6 feet; thence South parallel to the West line of the Section 2290 feet to the center of Mahan Creek; thence Easterly along said creek to a point 1157.8 feet

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Jerry C. Pow, Probate Judge, Bibb County, Alabama

East of the West line of said Section; thence North, parallel to the Section line, 1760 feet to the North line of said Section; thence West along said line 1067.2 feet to the point of beginning; being situated and lying in Bibb County, Alabama.

Tract II:

Part of Section 18, Township 24 North, Range 12 East, Shelby County, Alabama, described as follows: From the Southwest corner of said Section, run East along the Section line 90.6 feet to the point of beginning; thence continue East along the Section line 1067.2 feet; thence North, parallel to the Section line, 980 feet to the South right of way of Alabama Highway No. 25; thence Westerly along said right of way 1079.7 feet to a point 90.6 feet East of the West line of the Section; thence South to the point of beginning; being situated in Shelby County, Alabama.

Tract III:


Commence at the Northwest corner of Section 19, Township 24 North, Range 12 East, Bibb County, Alabama, and run East along the North line of said Section 19 for a distance of 1157.6 feet; thence right 88 deg. 46 min. 48 sec. and run South and parallel to the West line of said Section for a distance of 1278.47 feet to point of beginning; thence left 70 deg. 00 min. and run Southeasterly for a distance of 150.0 feet to a point of intersection with the center line of Mahan Creek; thence Southerly and Westerly along the meanderings of said creek centerline to a point of intersection with a line which is 1157.54 feet East of and parallel to the West line of said Section 19; thence Northerly along said parallel line 450.73 feet to the point of beginning; being situated in Bibb County, Alabama.

Tract IV:

Part of the NW1/4 of the NW 1/4 of Section 19, Township 24 North, Range 12 East, Bibb County, Alabama, being more particularly described as follows: From the Northwest corner of said Section 19, run in an Easterly direction along the North line of said Section for a distance of 90.6 feet to an existing iron rebar; thence turn an angle to the right of 88 deg. 46 min. 39 sec. and run in a Southerly direction for a distance of 470.0 feet to the point of beginning; thence continue in a Southerly direction along last mentioned course for a distance of 816.53 feet; thence turn an angle to the left of 88 deg. 46 min. 39 sec. and ran in an Easterly direction for a distance of 1067.2 feet; thence turn an angle to the left of 91 deg. 13 min. 21 sec. and run in a Northerly direction for a distance of 816.53 feet; thence turn an angle to the left of 88 deg. 46 min. 39 sec. and run in a Westerly direction for a distance of 1067.20 feet to the point of beginning; being situated in Bibb County, Alabama.

TO HAVE AND TO HOLD unto the Mortgagee, its successors and assigns, forever.

And Mortgagors do for themselves, their heirs and assigns, covenant with Mortgagee, its successors and assigns, that they are lawfully seized in fee simple; that the Property is free from all encumbrances other than the Mortgage, that they have a good right to sell and convey the same, as aforesaid; and warrant and defend the same to the said Mortgagee, its successors and assigns, forever, against the lawful claims of all persons.


20130719000294410 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/19/2013 01:00:40 PM FILED/CERT

RPB 283 530

IN WITNESS WHEREOF, the undersigned Eddie Nabors and wife, Doris Nabors, have hereunto set their hands and seals as of the day and year first set forth above.

WITNESSES:

<u>Anne Marshall</u>	<u>Eddie Nabors</u> Eddie Nabors
<u>Anne Marshall</u>	<u>Doris Nabors</u> Doris Nabors


STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Nabors and wife, Doris Nabors, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of July, 2013.

Anne P. Marshall
Notary Public

My Commission Expires: 3/7/2015


20130719000294410 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/19/2013 01:00:40 PM FILED/CERT

FPB 283 531

Real Estate Sales Validation Form

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

Grantor's Name EDDIE + DORIS NABORS
Mailing Address 142 Hwy 25
Brierfield, AL
35035

Grantee's Name James + Joni Nelson
Mailing Address 2307 Hwy 331
COLUMBIANA, AL
35051

Property Address 142 Highway 25
Brierfield, AL
35035

Date of Sale 7/18/13

Total Purchase Price \$

or

Actual Value \$

or

Assessor's Market Value \$

449,400



20130719000294410 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
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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, 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 7/19/13

Print

JAMES NELSON

Unattested

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

FPB 283 532