

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 secured by that certain Mortgage executed by Beverly A. Ferguson, a single person, to Elite Home Mortgage, LLC, dated the 25th day of February, 2009, recorded in Instrument Number 20090302000074600, in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Wells Fargo Bank, N.A. by instrument recorded in Instrument Number 20091001000373950, in the aforesaid Probate Office; and for other good and valuable consideration the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Beverly A. Ferguson, a single person (herein referred to as "Grantor"), does hereby grant, bargain, sell and convey unto Wells Fargo Bank, N.A. (herein referred to as "Grantee"), all of his/her right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Lot 5, according to the Amended Map of Savannah Pointe Sector IX, as recorded in Map Book 37, Page 51 A and B, in the Probate Office of Shelby County, Alabama.

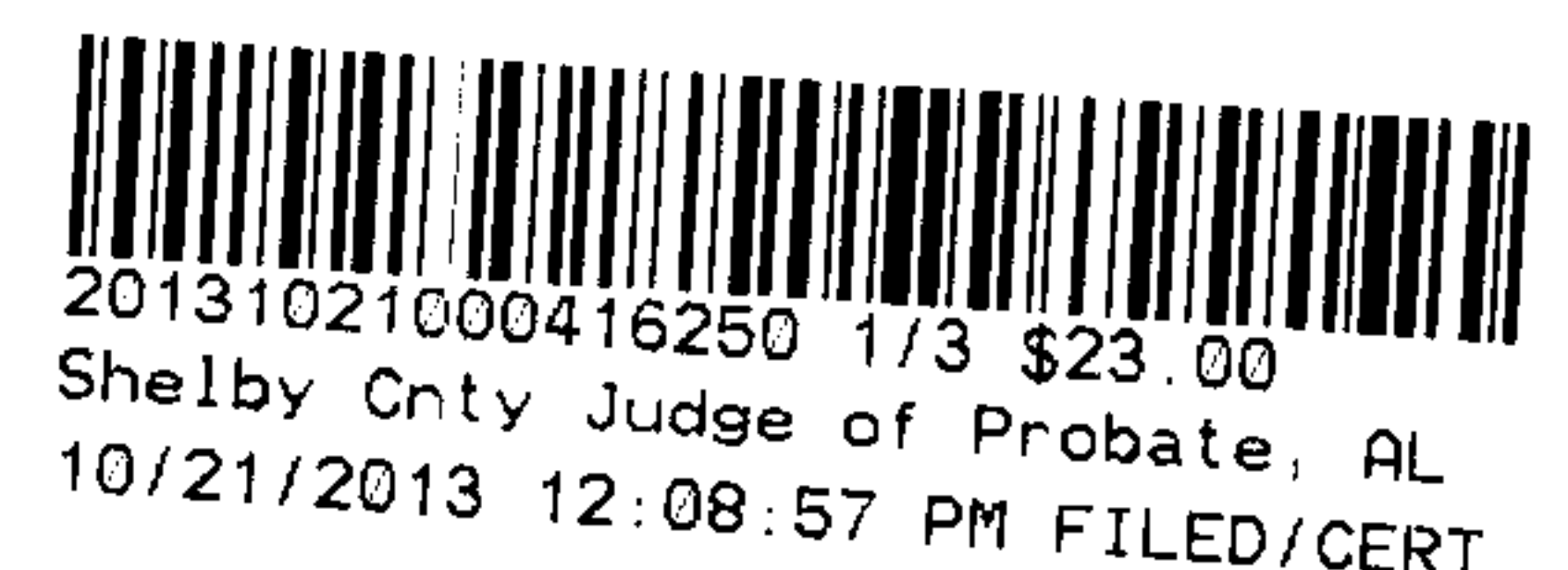
This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantor.

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.

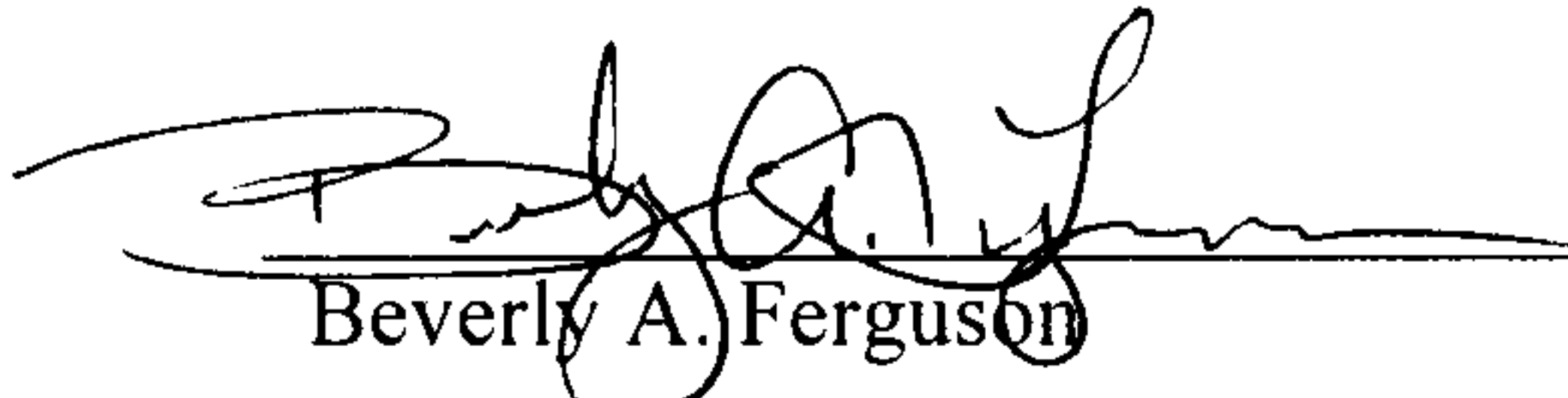
And the Grantor does assign and covenant with the said Grantee that he/she is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that he/she has a good right to sell and convey the same as aforesaid; and that he/she will, and his/her successors 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.

{SIGNATURE PAGE TO FOLLOW}



IN WITNESS WHEREOF, the Grantor has hereunto set his/her signature this the 9th day of September, 2013.


  
Beverly A. Ferguson

**NOTARY ACKNOWLEDGEMENT**

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Beverly A. Ferguson, a single person, 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/she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal on this the 9th day of September, 2013.

  
NOTARY PUBLIC

My Commission Expires: July 12, 2016



This Instrument Prepared By:  
Ginny Rutledge, Esq.  
Sirote & Permutt, P.C.  
P.O. Box 55727  
Birmingham, AL 35255-5727

  
20131021000416250 2/3 \$23.00  
Shelby Cnty Judge of Probate, AL  
10/21/2013 12:08:57 PM 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 Beverly A. Ferguson

Grantee's Name Wells Fargo Bank, N.A.

Mailing Address 1227 Windsor Ct.  
Alabaster, AL 35007

c/o Wells Fargo Bank, N.A.  
Mailing Address MAC # X2505-01A  
1 Home Campus  
Des Moines, IA 50328

Property Address 1025 Savannah Lane  
Calera, AL 35040

Date of Sale September 9, 2013

Total Purchase Price \$                     

or

Actual Value \$                     

or

Assessor's Market Value \$125,700.00

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 Tax Assessor's Value

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

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                                     

Print Kayla Carlile Bates, foreclosure specialist

☐ Unattested

                                      
(verified by)

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



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