

20131204000470800 1/8 \$38.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:26:21 PM FILED/CERT

Commitment Number: 06920AL13

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

Mail Tax Statements To:

Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2

1610 E St Andrew Place,
Suite B-150, Santa Ana, CA 92705.

After Recording, Mail/Return to:
Trustee Management Company
10975 El Monte Street Suite 225
Overland Park, KS 66211

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Triste A. McCarter**, unmarried, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2**, whose tax mailing address is **1610 E St Andrew Place, Suite B-150, Santa Ana, CA 92705**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Shelby County, Alabama**, described as follows:

LOT 94, ACCORDING TO THE SURVEY OF SAVANNAH POINTE SECTOR II PHASE IV, AS RECORDED IN MAP BOOK 29, PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EXISTING EASEMENTS, CURRENT TAXES, RESTRICTIONS AND COVENANTS, SET-BACK LINES AND RIGHTS OF WAY, IF ANY, OF RECORD.

BEING THE SAME PROPERTY CONVEYED TO TRISTE A. MCCARTER, A SINGLE INDIVIDUAL BY GENERAL WARRANTY DEED FROM MIKE CARLISLE, JR. AND MEGAN CARLISLE, HUSBAND AND WIFE AS RECORDED 12/22/2006 AS DOCUMENT 20061222000624910.

**Commonly Known As: 964 SAVANNAH LN, CALERA, AL 35040
TAX ID: 22-9-31-1-004-013.000**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.


This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made in accord with the Estoppel Affidavit attached hereto as Exhibit A.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage


20131204000470800 2/8 \$38.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:26:21 PM FILED/CERT

E. MORTGAGE

Borrower: TRISTE A. MCCARTER, AN UNMARRIED PERSON
Lender: MERS AS NOMINEE FOR WACHOVIA MORTGAGE CORPORATION
Amount: \$122,900.00
Dated: 12/21/2006
Recorded: 12/22/2006
Document: 20061222000624920
Maturity Date: 01/01/2037
Type: CLOSED ENDED

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignee: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO
WACHOVIA BANK, N.A.

Recorded: 02/10/2012
Document: 20120210000050470

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignee: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND
SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST, SERIES 2013-2

Recorded: 05/20/2013
Document: 20130520000206920

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.



20131204000470800 3/8 \$38.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:26:21 PM FILED/CERT

WITNESS the hand of said Grantor this 24th day of September, 2013.

Triste A. McCarter
Triste A. McCarter

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Triste A. McCarter** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 24th day of September, 2013 /
Mary C. Hur
Notary Public

My Appt. Expires 01/21/2017



20131204000470800 4/8 \$38.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:26:21 PM FILED/CERT

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF AL
COUNTY OF Shelby

Triste A. McCarter, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2, dated the 24~~th~~ day of September, 2013, conveying the following described property, to-wit:

LOT 94, ACCORDING TO THE SURVEY OF SAVANNAH POINTE SECTOR II PHASE IV, AS RECORDED IN MAP BOOK 29, PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.


**Commonly Known As: 964 SAVANNAH LN, CALERA, AL 35040
TAX ID: 22-9-31-1-004-013.000**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2, agreement to forebear taking any action


20131204000470800 5/8 \$38.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:26:21 PM FILED/CERT

against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein

E. MORTGAGE

Borrower: TRISTE A. MCCARTER, AN UNMARRIED PERSON
Lender: MERS AS NOMINEE FOR WACHOVIA MORTGAGE CORPORATION
Amount: \$122,900.00
Dated: 12/21/2006
Recorded: 12/22/2006
Document: 20061222000624920
Maturity Date: 01/01/2037
Type: CLOSED ENDED

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

Assignee: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO
WACHOVIA BANK, N.A.

Recorded: 02/10/2012
Document: 20120210000050470

ASSIGNMENT OF MORTGAGE/DEED OF TRUST


Assignee: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND
SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST, SERIES 2013-2

Recorded: 05/20/2013
Document: 20130520000206920

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of Christiana Trust, A Division of Wilmington Savings Fund Society, FSB, as trustee for Stanwich Mortgage Loan Trust, Series 2013-2, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.


20131204000470800 6/8 \$38.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:26:21 PM FILED/CERT

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: September 24th, 2013


Triste A. McCarter
Triste A. McCarter

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Triste A. McCarter** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of September, 2013
Mary C. Shaw
Notary Public

My Appt. Expires 01/21/2017


20131204000470800 7/8 \$38.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:26:21 PM FILED/CERT

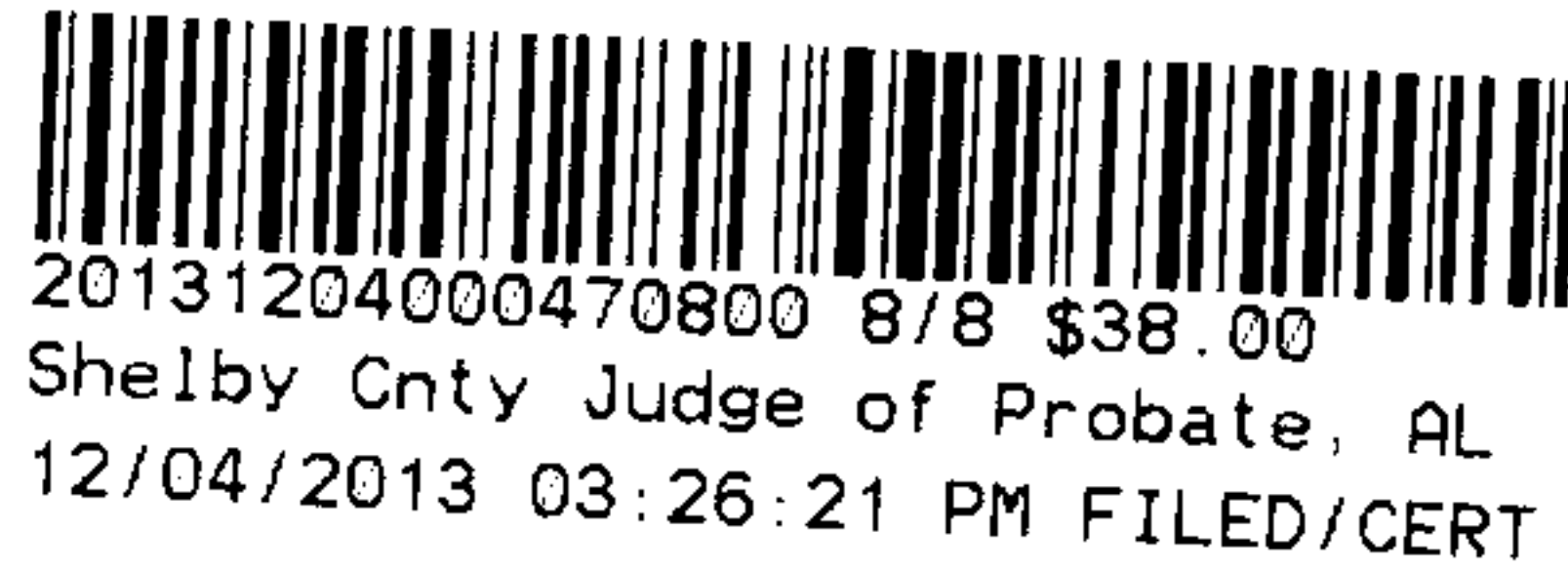
Real Estate Sales Validation Form

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

Grantor's Name Triste A. McCarter

Grantee's Name Christiana Trust, A Division of
Wilmington Savings Fund
Society, FSB, as trustee for
Stanwich Mortgage Loan Trust,
Series 2013-2

Mailing Address



Mailing Address 1610 E St Andrew Place, Suite
B-150, Santa Ana, CA 92705

Property Address 964 SAVANNAH LANE, CALERA,
AL 35040

Date of Sale
Total Purchase Price \$0.00
or
Actual Value \$
or
Assessor's Market Value \$ 105,600.00

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

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 11/21/13

Print Lisa Phillips

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1