


This instrument prepared by:
Rebecca Redmond
Sirote & Permutt, P.C.
2311 Highland Avenue South
P.O. Box 55727
Birmingham, AL 35255

Send Tax Notice to:
JPMorgan Chase Bank, N.A.
3415 Vision Dr.
Columbus, OH 43219-6009

STATE OF ALABAMA)
COUNTY OF SHELBY)


20140220000046880 1/4 \$27.00
Shelby Cnty Judge of Probate, AL
02/20/2014 10:28:06 AM FILED/CERT

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 Gerald T. Cesnick and Nancy C. Cesnick, husband and wife, to Mortgage Electronic Registration Systems, Inc., solely as nominee for Synovus Mortgage, Corp., dated the 17th day of April, 2009, and recorded in Instrument Number 20090508000174220; in the Probate Office of Shelby County, Alabama; said mortgage having subsequently transferred and assigned to JPMorgan Chase Bank, National Association by instrument recorded in Instrument Number 20130506000185560; in the aforesaid Probate Office; and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Gerald T. Cesnick and Nancy C. Cesnick, husband and wife (herein referred to as "Grantors"), do grant, bargain, sell and convey unto Federal National Mortgage Association (herein referred to as "Grantee"), all of their right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Lot 18, according to the 1974 Addition to Shelby Shores, Phase II, as recorded in Map Book 6, Page 33, in the Probate Office of Shelby County, Alabama.

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

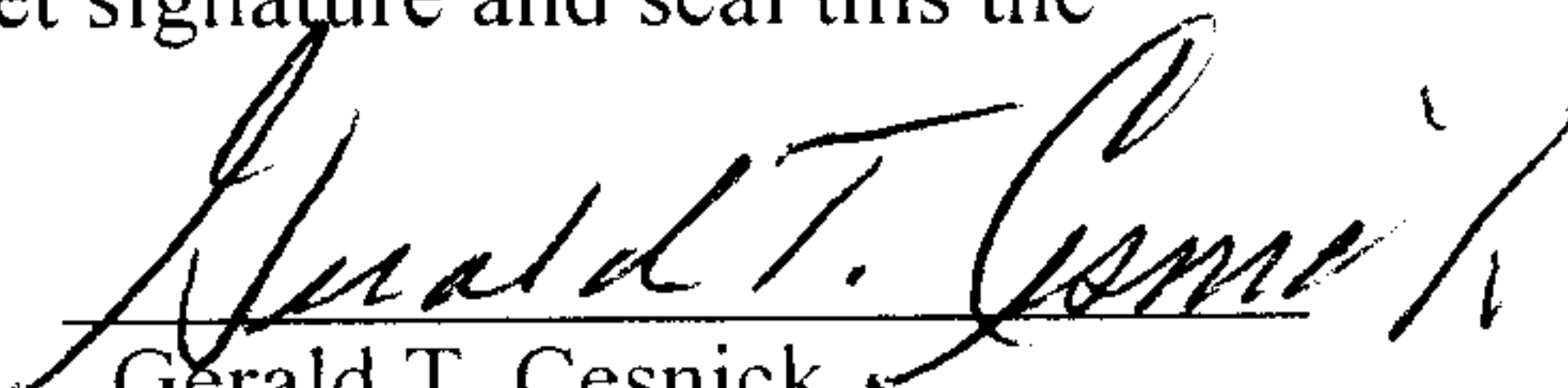
It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance 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 Grantors, 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 Grantors do assign, covenant with said Grantee that they are lawfully seized of said premises in fee simple; that it 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.

Grantors 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 Grantors' 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 Grantors further acknowledge that they have elected to proceed with this Deed in Lieu of Foreclosure and the transactions contemplated herein in lieu of any other rights or actions that they 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.

2nd IN WITNESS WHEREOF, the said Gerald T. Cesnick hereunto set signature and seal this the
day of OCT, 2013.


Gerald T. Cesnick

STATE OF ALABAMA)

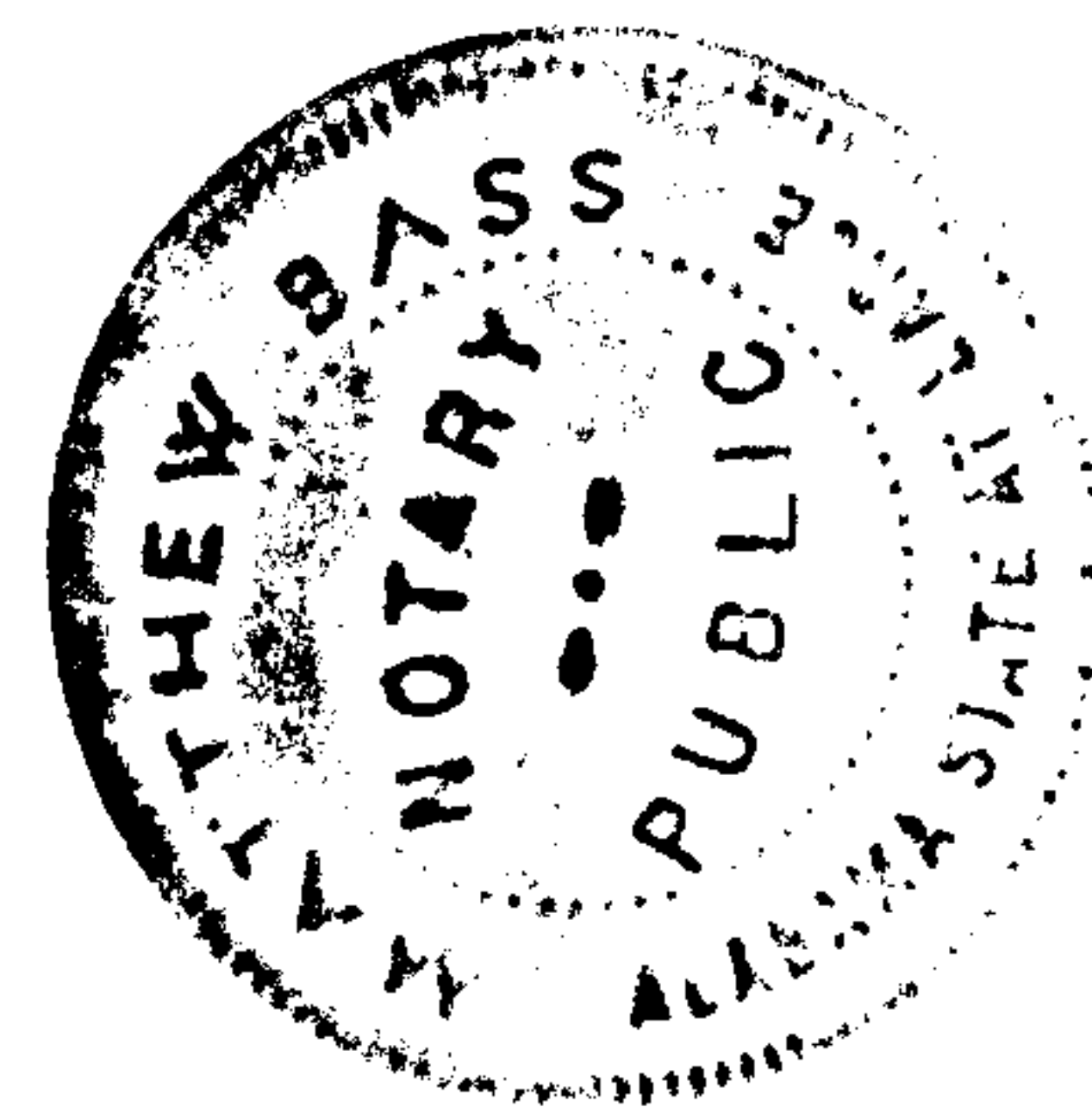
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gerald T. Cesnick 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 2nd day of OCT, 2013.


NOTARY PUBLIC

My Commission Expires: 5/24/17



2nd IN WITNESS WHEREOF, the said Nancy C. Cesnick hereunto set signature and seal this the
day of OCT, 2013.

Nancy C. Cesnick
Nancy C. Cesnick

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nancy C. Cesnick 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 2nd day of OCT, 2013.

Matthew Bass
NOTARY PUBLIC

My Commission Expires: 5-24-17



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

Grantor's Name FANNIE MAE
Mailing Address 14221 Dallas Pkwy
Suite 1000
Dallas, TX 75254

Grantee's Name Timothy Moody
Mailing Address 404 N Main St
Columbiana, AL
35051

Property Address 484 Fowler Lane
Shelby, AL
35143

Date of Sale 1-10-14
Total Purchase Price \$

Assessed or
Actual Value \$ 28,140

or
Assessor's Market Value \$ 281,400

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 Lien 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 1-10-14

Print William Patrick Cockrell

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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