

20140528000161020  
05/28/2014 03:24:42 PM  
DEEDS 1/5

PREPARED BY:  
LYNN BYRD  
29 PINEVILLE ROAD  
MONROEVILLE, AL 36461

RETURN TO:  
DATAQUICK TITLE  
6 CAMPUS CIRCLE, SUITE 430  
WESTLAKE, TX 76262

**DEED IN LIEU OF FORECLOSURE**  
**TITLE OF DOCUMENT**

KNOW ALL MEN BY THESE PRESENTS, that **MORGAN CATRETT BELLANCA A/K/A MORGAN CATRETT A/K/A MORGAN LEIGH CARROLL AND ROBERT MICHAEL BELLANCA, WIFE AND HUSBAND**, whose mailing address is **2491 FOREST LAKES LANE PELHAM, AL 35124** hereinafter called grantor, for **\$198,999.04** and other good and valuable consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, whose address is C/O WELLS FARGO HOME MORTGAGE MAC X9999-01N, 1000 BLUE GENTIAN ROAD, SUITE 300 EAGAN MN 55121, 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 the County of Shelby, State of Alabama, described as follows:

**LOT 38, ACCORDING TO THE SURVEY OF IVY BROOK, PHASE TWO, FIRST ADDITION, AS RECORDED IN MAP BOOK 19, PAGE 35, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**APN: 13-6-23-1-004-007.00**

**PROPERTY ADDRESS: 209 IVY BROOK TRAIL, PELHAM, AL 35124**

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 forebear 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 proceeding to foreclose 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.

The true and actual consideration for this transfer consists of \$198,999.04 and 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 as stated above with respect to that certain mortgage signed 11/8/2007, by **MORGAN LEIGH CARROLL AND BRENT CARROLL, WIFE AND HUSBAND** in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WACHOVIA MORTGAGE CORPORATION**, and recorded as Instrument No. **20071120000529530** in real property records of Shelby County, Alabama on 11/20/2007. Said mortgage was assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Wachovia Mortgage Corporation to Wells Fargo Bank, N.A. with assignment dated 01/26/2010 and recorded 02/03/2010, as Instrument No. 20100203000034590.

In construing this deed and where the context so requires, the singular includes 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.

See Estoppel Affidavit attached as Exhibit "A"

This deed is executed and delivered pursuant to Section 35-10-5 et seq of the Code of Alabama of 1975.

IN WITNESS WHEREOF, the grantor has executed this instrument this 10<sup>th</sup> day of February, 2014.

Morgan Catrett Bellanca  
MORGAN CATRETT BELLANCA

Morgan Catrett  
A/K/A MORGAN CATRETT

Morgan Leigh Carroll  
A/K/A MORGAN LEIGH CARROLL

Robert Michael Bellanca  
ROBERT MICHAEL BELLANCA

STATE OF ALABAMA

COUNTY OF Shelby

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **MORGAN CATRETT BELLANCA A/K/A MORGAN CATRETT A/K/A MORGAN LEIGH CARROLL AND ROBERT MICHAEL BELLANCA**, whose name as Grantor is signed to the foregoing conveyance, and who is known to me, who after by me being first duly sworn on oath did depose and say that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this, the 10<sup>th</sup> day of February, 2014.

Charles D. Hoops  
Notary Public  
My Commission Expires: 3-5-2016



Exhibit "A"  
ESTOPPEL AFFIDAVIT

STATE ALABAMA )  
COUNTY OF SHELBY )SS.

**MORGAN CATRETT BELLANCA A/K/A MORGAN CATRETT A/K/A MORGAN LEIGH CARROLL AND ROBERT MICHAEL BELLANCA, WIFE AND HUSBAND**, being first duly sworn, depose and say: That they/he/she is the identical party who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **FEDERAL NATIONAL MORTGAGE ASSOCIATION** dated the 10th day of February, 2014, conveying the following described property, to-wit:

**LOT 38, ACCORDING TO THE SURVEY OF IVY BROOK, PHASE TWO, FIRST ADDITION, AS RECORDED IN MAP BOOK 19, PAGE 35, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**APN: 13-6-23-1-004-007.00**

**PROPERTY ADDRESS: 209 IVY BROOK TRAIL, PELHAM, AL 35124**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, 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 **FEDERAL NATIONAL MORTGAGE ASSOCIATION** therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **FEDERAL NATIONAL MORTGAGE ASSOCIATION**;

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 creditors of 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 **FEDERAL NATIONAL MORTGAGE ASSOCIATION** who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no 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 \$198,999.04 by **FEDERAL NATIONAL MORTGAGE ASSOCIATION** and **FEDERAL NATIONAL MORTGAGE ASSOCIATION's** agreement to forbear taking any action 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 was executed by **MORGAN LEIGH CARROLL AND BRENT CARROLL, WIFE AND HUSBAND** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WACHOVIA MORTGAGE CORPORATION**, dated **11/8/2007** and recorded as Instrument No. **20071120000529530**, of Shelby County, State of Alabama on **11/20/2007**. Said mortgage was assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Wachovia Mortgage Corporation to Wells Fargo Bank, N.A. with assignment dated 01/26/2010 and recorded 02/03/2010 as Instrument No. 20100203000034590. 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 FEDERAL NATIONAL MORTGAGE ASSOCIATION, 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.

**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: \_\_\_\_\_

2/10/14

*Morgan Catrett Bellanca*  
MORGAN CATRETT BELLANCA

Dated: \_\_\_\_\_

2/10/14

*Morgan Catrett*  
A/K/A MORGAN CATRETT

*Morgan Leigh Carroll*  
A/K/A MORGAN LEIGH CARROLL

*Robert Michael Bellanca*  
ROBERT MICHAEL BELLANCA

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

Shelby

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **MORGAN CATRETT BELLANCA A/K/A MORGAN CATRETT A/K/A MORGAN LEIGH CARROLL AND ROBERT MICHAEL BELLANCA**, whose name as Grantor is signed to the foregoing conveyance, and who is known to me, who after by me being first duly sworn on oath did depose and say that being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this, the 10<sup>th</sup> day of February, 2014.

*Charles D. Hays*  
Notary Public

My Commission Expires: 3-5-2016



## Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*Grantor's Name  
Mailing AddressMorgan Catrett Bellanca A/K/A Morgan Catrett A/K/A  
Morgan Leigh Carroll and Robert Michael Bellanca2491 Forest Lakes Lane  
Terrett, AL 35147

Grantee's Name Federal National Mortgage Association

Mailing Address c/o Wells Fargo Home Mortgage, MAC X9999-01N

1000 Blue Gentian Road, Suite 300

Eagan, MN 55121

Property Address

209 Ivy Brook Trail

Pelham, AL 35124

Date of Sale

Total Purchase Price \$ 198,999.04

or

Actual Value \$

or

Assessor's Market Value \$

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



Appraisal



Sales Contract



Other Tax Assessment Printout



Closing Statement

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

2/4/14

Print

Morgan Catrett Bellanca A/K/A Morgan Catrett A/K/A Morgan Leigh Carroll  
and Robert Michael Bellanca

Unattested

Candice D. Hooper  
(verified by)

Sign

Morgan Catrett Bellanca

(Grantor/Grantee/Owner/Agent) circle one

Morgan Catrett  
Morgan Leigh Carroll

Form RT-1

Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/28/2014 03:24:42 PM  
\$29.00 KELLY  
20140528000161020James W. Fuhrmeister