

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20140529000161210 1/3 \$24.00
Shelby Cnty Judge of Probate, AL
05/29/2014 10:27:32 AM FILED/CERT

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned Tresia May Peterson, an unmarried woman ("Grantor"), is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described as follows ("Property"):

Lot 1707, according to the Survey of Old Cahaba IV, 2nd Addition, Phase 5, as recorded in Map Book 34 at Page 53 in the Probate Office of Shelby County, Alabama.

WHEREAS, Grantor has heretofore executed that certain mortgage delivered to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, New South Federal Savings Bank, and Lender's successors and assigns), as mortgagee, as follows ("Mortgage"):

Mortgage dated the 31st day of July, 2008, to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, New South Federal Savings Bank, and Lender's successors and assigns), on land in Shelby County, Alabama, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20080821000336740, as modified by virtue of that certain Loan Modification Agreement dated April 12, 2011 and recorded in said Probate Office as Instrument Number 20110421000122950; said Mortgage having subsequently been transferred and assigned by Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, New South Federal Savings Bank, and Lender's successors and assigns), to Alabama Housing Finance Authority by virtue of that certain Assignment of Mortgage dated March 21, 2014 and recorded in said Probate Office as Instrument Number 20140321000080030.

WHEREAS, Grantor has requested that she be permitted to, and has agreed to, convey the Property to Alabama Housing Finance Authority, an Alabama Public Corporation, as Assignee ("Grantee"), in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantor and the Grantee have mutually agreed upon the amount of the credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage and Grantor acknowledges that such credit and other considerations given to Grantor by Grantee are fair, equitable, beneficial to and in the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Deed in Lieu of Foreclosure, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by that certain Mortgage, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Alabama Housing Finance Authority, an Alabama Public Corporation, all of that certain real property situated in Shelby County, Alabama, and more particularly described hereinabove, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to Alabama Housing Finance Authority, an Alabama Public Corporation, its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that she is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantor will forever warrant and defend her title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantor, her heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, 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 in any proceeding instituted under any bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, 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 the

Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set her hand and her seal hereunto, all on this 23rd day of April, 2014.

WITNESS:

GRANTOR:

Natalie Elrod

Tresia May Peterson (L.S.)
TRESIA MAY PETERSON

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tresia May Peterson, 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 the above and foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of April, 2014.

(SEAL)

Reginald E. DeLoach
Notary Public
My commission expires: September 2, 2016

This instrument was prepared by:
Kimberly C. Waldrop, Esq.
Sasser, Sefton, Brown, Tipton & Davis, P.C.
Post Office Box 4539
Montgomery, Alabama 36103-4539
Our File No.: DIL 49696.1276 Tresia May Peterson


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Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Tresia May Peterson

Mailing Address 100 Frances Lane
Helena, AL 35080Property Address 661 Bentmoor Drive
Helena, AL 35080Grantee's Name
Mailing AddressAlabama Housing Finance Authority
Post Office Box 242928
Montgomery, Alabama 36124-2928
(334) 244-9200Date of Sale 04/23/2014
Total Purchase Price \$ 194,406.57
or
Actual Value \$ N/A
or
Assessor's Market Value \$ N/AThe 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 – **Deed in Lieu of Foreclosure – TAX EXEMPT**☐ 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 Code of Alabama 1975 § 40-22-1 (h).Date 04/23/2014

Unattested

JCB

(verified by)

Print Alabama Housing Finance Authority

Sign

(Grantor/Grantee/Owner/Agent) circle one

Bowdy J. Brown, Esq.**Sasser, Sefton, & Brown, P.C.****Post Office Box 4539****Montgomery, Alabama 36103-4539****(334) 532-6144**