

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 Leslie Christopher Bloom and wife Lora Melissa Bloom, to Mortgage Electronic Registration Systems, Inc. solely as nominee for EverBank, dated the 10th day of December, 2012, and recorded in Instrument Number 20130116000022040 in the Probate Office of Shelby County, Alabama; said mortgage having subsequently transferred and assigned to EverBank, by instrument recorded in Instrument Number 20130830000355210; 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, Leslie Christopher Bloom a/k/a Leslie "Chris" Bloom by his Conservator Lora Melissa Bloom **and wife Lora Melissa Bloom (herein referred to as "Grantors"), do grant, bargain, sell and convey unto EverBank (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:

The land referred to in this report is situated in the State of Alabama,
County of Shelby City of Montevallo, and described as follows:

All of the W 1/2 of the E 1/2 of NE 1/4 of SE 1/4 of Section 2, Township
22 South, Range 4 West, that lies South of the right of way of Shelby
County, Highway #10.

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

**Said conservatorship approved by Court Order, dated the 8th day of April, 2014, filed in Jefferson County, Probate Court, in Case #2013-219128.

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 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.

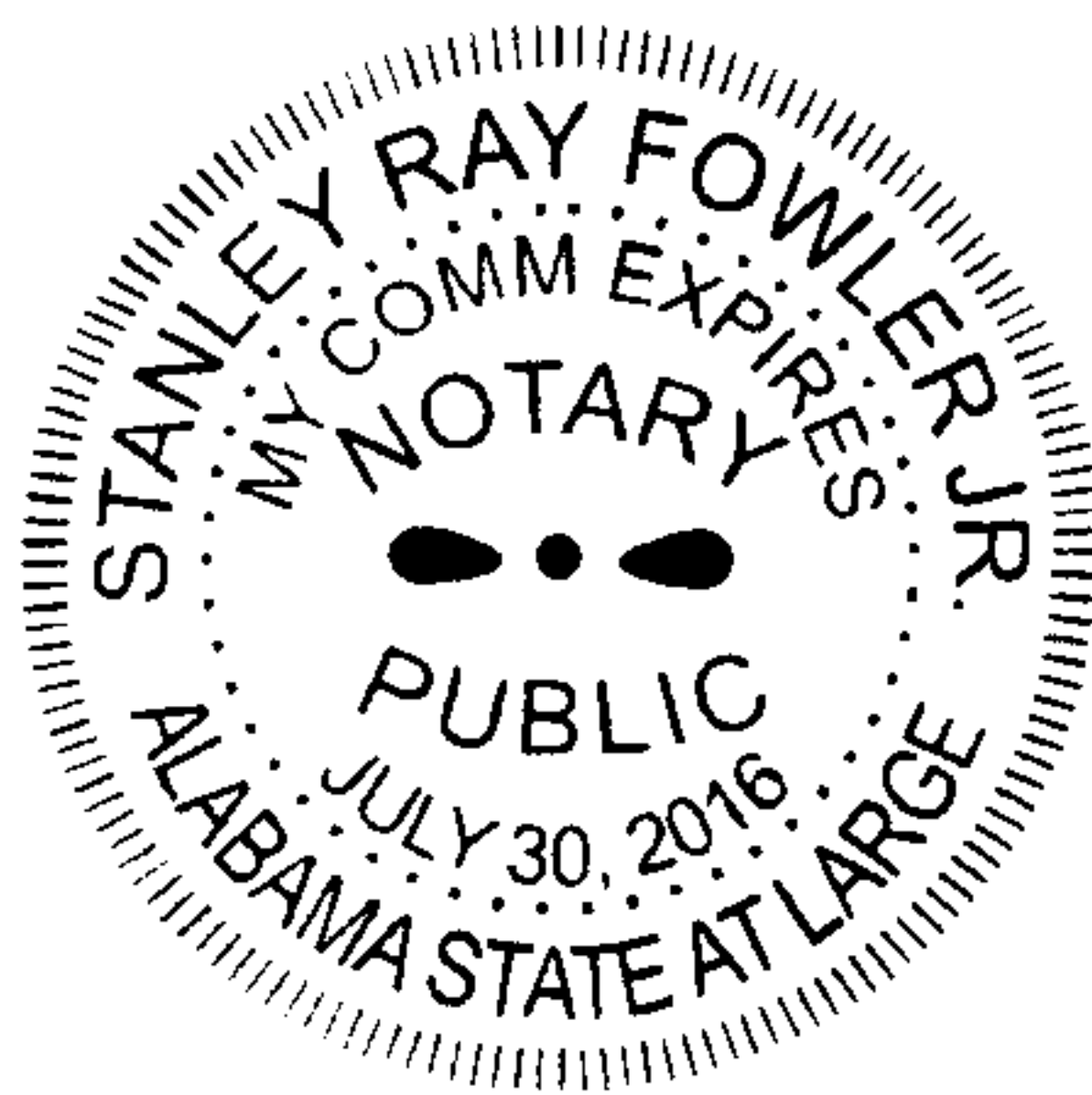
29 IN WITNESS WHEREOF, the said Lora Melissa Bloom hereunto set signature and seal this the
day of April, 2014.

Lora Melissa Bloom
Lora Melissa Bloom

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lora Melissa Bloom 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 29 day of April, 2014
Stanley Ray Fowler Jr.
NOTARY PUBLIC
My Commission Expires: _____



20140721000221980 2/5 \$32.00
Shelby Cnty Judge of Probate, AL
07/21/2014 09:55:28 AM FILED/CERT

IN WITNESS WHEREOF, the said Lora Melissa Bloom, as Conservator for Leslie Christopher Bloom, a/k/a Leslie "Chris" Bloom hereunto set signature and seal this the 29th day of April, 2014.

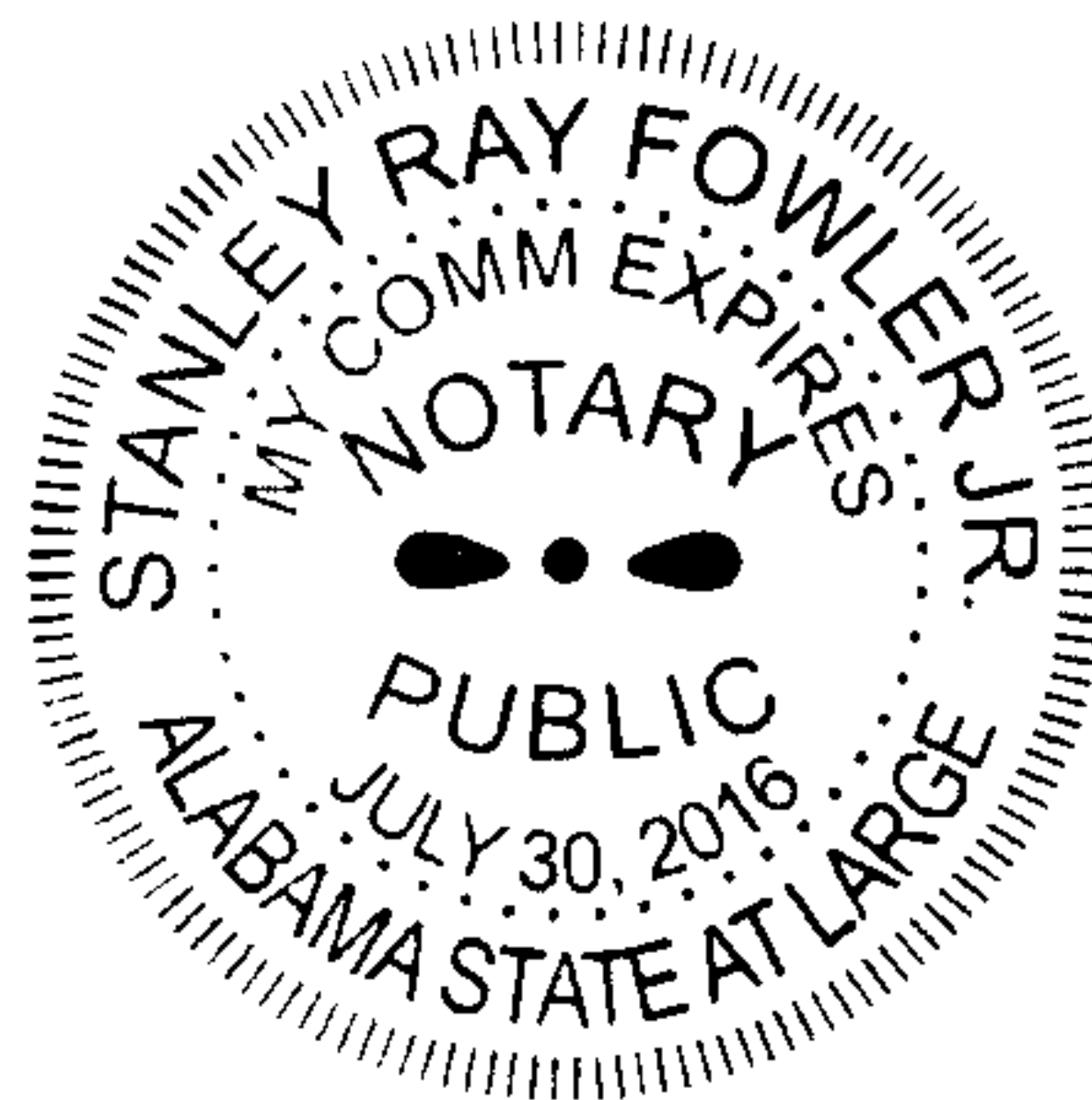
Lora Melissa Bloom, as Conservator for
Leslie Christopher Bloom, a/k/a Leslie "Chris" Bloom

Lora Melissa Bloom, as
Conservator for Leslie
Christopher Bloom, a/k/a
Leslie "Chris" Bloom

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lora Melissa Bloom, as Conservator for Leslie Christopher Bloom, a/k/a Leslie "Chris" Bloom 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 29 day of April, 2014.



Stanley Ray Fowler Jr.
NOTARY PUBLIC

My Commission Expires: _____



20140721000221980 3/5 \$32.00
Shelby Cnty Judge of Probate, AL
07/21/2014 09:55:28 AM FILED/CERT

IN THE MATTER OF

LESLIE CHRIS BLOOM,
a person needing protection


) PROBATE COURT OF
)
) JEFFERSON COUNTY, ALABAMA
)
) CASE NO. 2013-219128

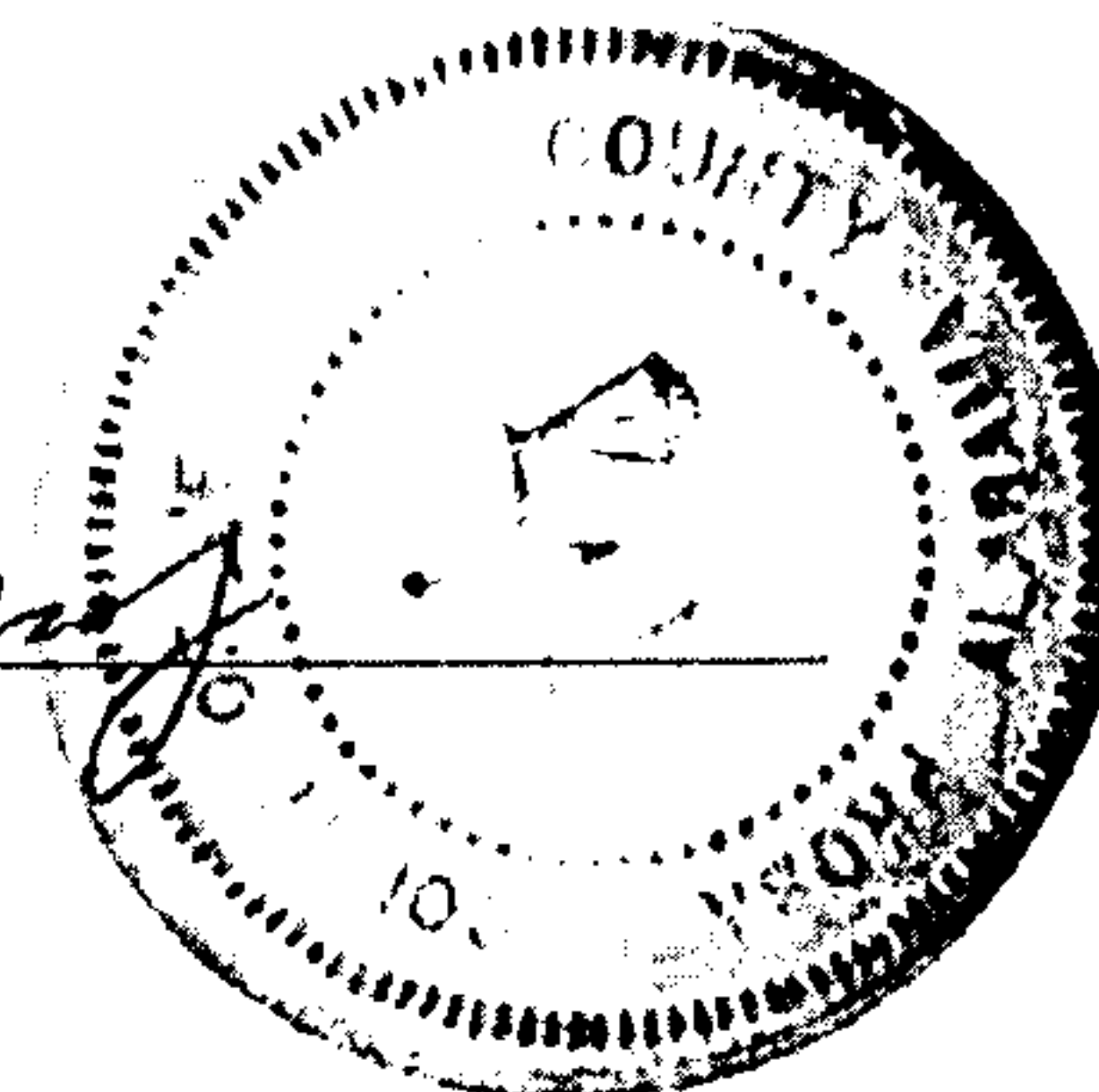
**ORDER GRANTING SINGLE TRANSACTION
REGARDING PROPERTY SUBJECT TO WASTE**

Comes now the Petitioner, Lora Bloom, who is Guardian for Leslie Chris Bloom, her husband, and files her petition in writing, under oath alleging that her husband owns an interest in their former residence located at 5185 Highway 10, Montevallo, Alabama 35115 (the "Property"), which is of a deteriorating nature, unoccupied, and subject to vandalism, and it would be in her husband's best interest to release it to the lender to avoid foreclosure proceedings which could damage the credit worthiness of Chris Bloom and Lora Bloom; comes now the Petitioner praying for an order allowing her to execute a Deed in Lieu of Foreclosure and related documents based upon the provisions set forth in the Petition for Single Transaction Regarding Property Subject to Waste (the "Petition") and proposed Deed in Lieu of Foreclosure attached as an exhibit to the Petition; and the Court being satisfied that the allegations contained in said Petition are true and that it will be in Chris Bloom's best interest to release the Property, the Court is of the opinion that the Petition should be granted.

It is therefore ORDERED, ADJUDGED and DECREED by the Court that Lora Melissa Bloom is hereby appointed Conservator for Leslie Christopher Bloom with respect to said property and is authorized and directed to execute said Deed in Lieu of Foreclosure and other documents needed to complete the transaction in order that said property may be released to the lender.

DONE and ORDERED this 7 day of April, 2014.


Judge of Probate



20140721000221980 4/5 \$32.00
Shelby Cnty Judge of Probate, AL
07/21/2014 09:55:28 AM 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 Leslie Christopher Bloom and
wife, Lora Melissa Bloom
Mailing Address 2333 Brookline Drive
Birmingham, AL 35226

Grantee's Name EverBank

Mailing Address 301 West Bay Street
Jacksonville, FL 32202

Property Address 5185 Hwy 10
Montevallo, AL 35115

Date of Sale Deed in Lieu of Foreclosure

Total Purchase Price \$ _____

or

Actual Value \$ Deed in Lieu of Foreclosure

or

Assessor's Market Value \$ val \$98,290.00

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

☐ Appraisal

☐ Sales Contract

☒ Other Deed in Lieu of Foreclosure

☐ 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.

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 7/10/14

☐ Unattested

(verified by)

Print Carrie Richards, foreclosure specialist

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

20140721000221980 5/5 \$32.00
Shelby Cnty Judge of Probate, AL
07/21/2014 09:55:28 AM FILED/CERT