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

STATE OF ALABAMA
COUNTY OF SHELBY

Send Tax Notice to: HSBC Mortgage Services, Inc. 636 Grand Regency Blvd Brandon, FL 33510

> 20140815000256340 1/3 \$22.00 Shelby Cnty Judge of Probate, AL 08/15/2014 04:09:13 PM 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 Darlene Bohannon, to Mortgage Electronic Registration Systems, Inc. solely as nominee for Ameritrust Mortgage Company dated the 25<sup>th</sup> day of August, 2006 recorded in Instrument Number 20060914000457080 in the Probate Office of Shelby County, Alabama\*; said mortgage having subsequently transferred and assigned to HSBC Mortgage Services, Inc., recorded in Instrument Number 20140725000228990 and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Darlene Bohannon, a single woman (herein referred to as "Grantor"), does grant, bargain, sell and convey to HSBC Mortgage Services, Inc. (herein referred to as "Grantee"), all of her right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Lot 6, Block 6, according to the survey of Bermuda Hills, Second Sector, Third Addition, as recorded in Map Book 9, Page 46, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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

\*Grantor, Darlene Bohannon, hereby certifies that she was unmarried when she executed the mortgage recorded in Instrument Number 20060914000457080 it the Probate Office of Shelby County, Alabama.

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 Grantor, 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 Grantor does assign, covenant with said Grantee that she is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that she has a good right to sell and convey the same as aforesaid; and that she will, and her 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.

Grantor 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 Grantor 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 Grantor further acknowledges that she has elected to proceed with this Deed in Lieu of Foreclosure and the transactions contemplated herein in lieu of any other rights or actions that she 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.

IN WITNESS WHEREOF, the said Darlene Bohannon, has hereunto set her signature and seal this the 1st day of August

Darlene Bohannon

STATE OF COUNTY OF

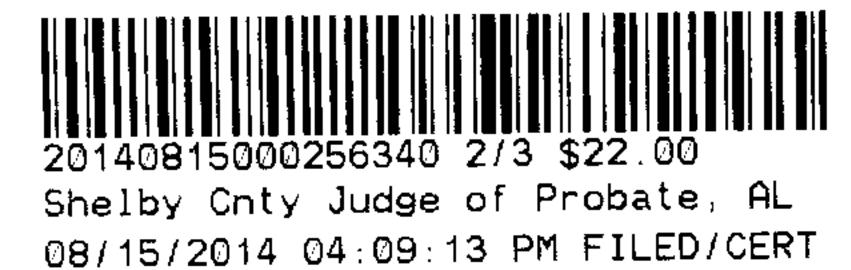
I, the undersigned, a Notary Public in and for said County in said State, hereby certify Darlene Bohannon, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

day of Hugust Given under my hand and seal on this \_\61

My Commission Expires: <u>3/3/</u>

Page | 2

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar 31, 2015 BONDED THRU NOTARY PUBLIC UNDERWRITERS



## Real Estate Sales Validation Form

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

Grantor's Name	<u>Darlene Bohannon</u>	Grantee's Name	HSBC Mortgage Services, Inc.
Mailing Address	141 Blue Grass Drive Alabaster, AL 35007	Mailing Address	<u>c/o HSBC</u> <u>Attention: Tanya Wood</u> 636
Property Address	121 Mangrove Drive Alabaster, AL 35007-2105	Date of Sale	N/A
		Total Purchase Price	\$
		or Actual Value or	\$ <u>122,000.00</u>
		Assessor's Market Value	\$
-	<u>√ 0</u>	m can be verified in the following operaisal ther Deed in Lieu of Foreclosure	
If the conveyance do this form is not requi	ocument presented for recordation red.	contains all of the required inform	ation referenced above, the filing
•	of my knowledge and belief that the false statements claimed on this 22-1 (h).		
Date 14	4.2014	Print <u>Gregg Danielson, foreclos</u>	sure specialist
Unattested		Sign	
	(verified by)	(Grantor/Grantee/C	Owner (Agent) circle one