

Commitment Number: 3266022

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

Mail Tax Statements To:

WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1

500 Delaware Avenue 11th Floor Wilmington DE 19801.

After Recording Mail/Return To:

ServiceLink, A Black Knight Financial Services Company
500 Eldorado Blvd Suite 2300
Broomfield, CO 80021

DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS, that **Richard Shannon Nicholson**, an unmarried person, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1**, whose tax mailing address is **500 Delaware Avenue 11th Floor Wilmington DE 19801**, 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 **Shelby County, Alabama**, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

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.

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.

See Exhibit "B" Attached Hereto for Estoppel Affidavit

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

Grantor represents, warrants, covenants, and agrees as follows:

- (i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
- (ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;
- (iv) Grantor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Grantee, all other rights, titles, liens, and claims of Grantor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Grantor, Grantor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property.

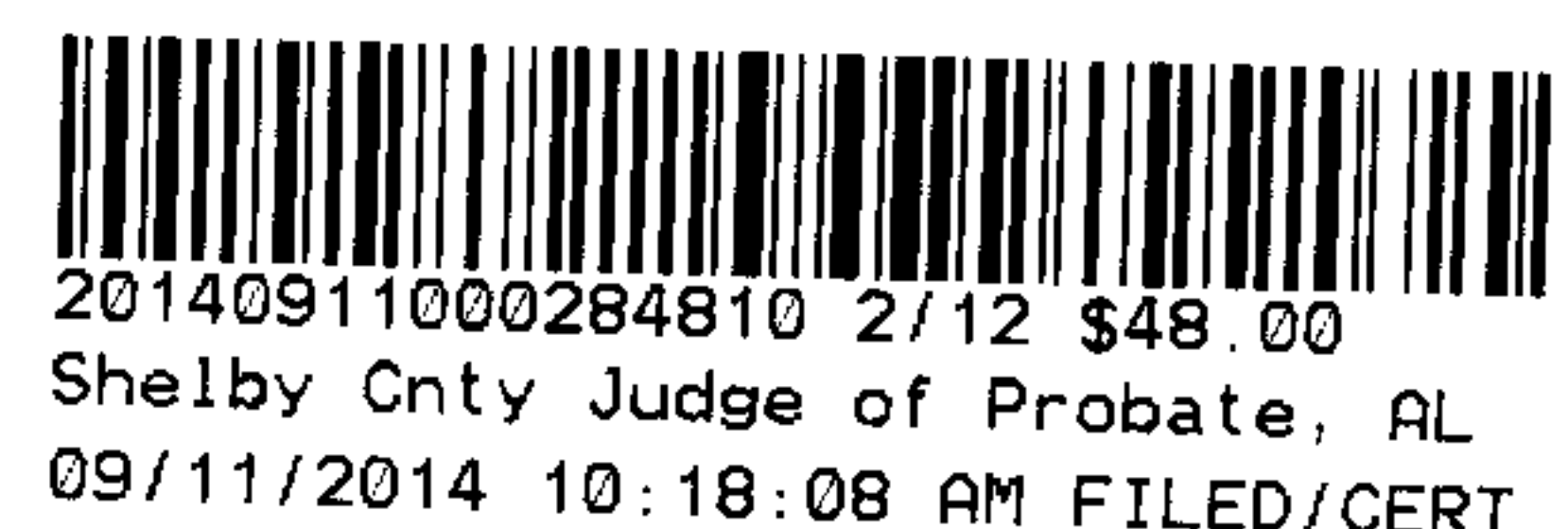
No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclosure. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included 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.

Representations and Warranties. Grantor represents, warrants, and acknowledges that:

Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

Page 2 of 11



(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1** without offset, defense, or counterclaim;

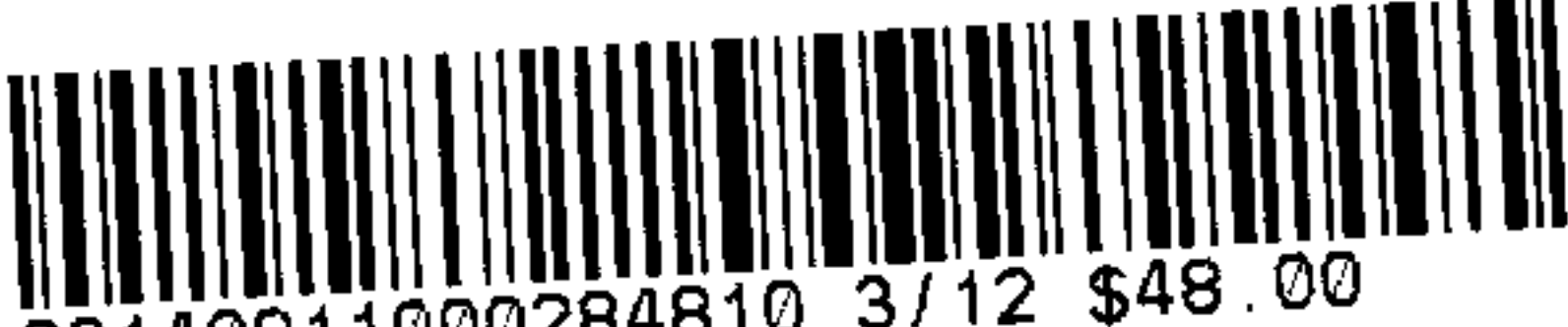
(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

Advice of Counsel. Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

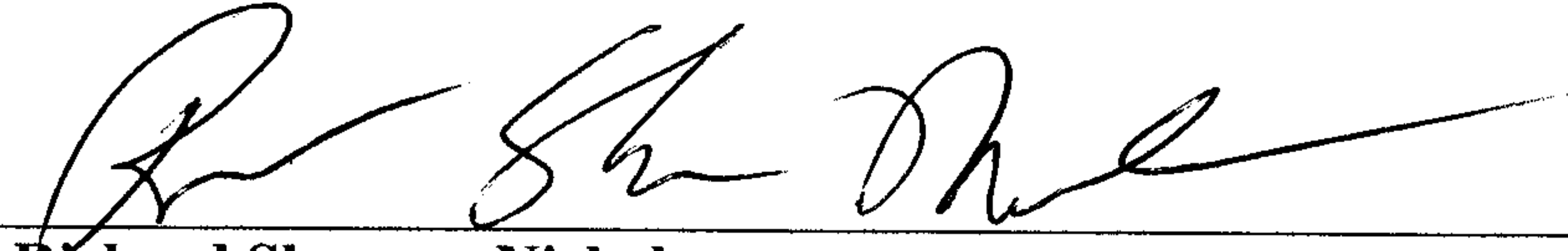
RIGHT TO FORECLOSE

TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.


20140911000284810 3/12 \$48.00
Shelby Cnty Judge of Probate, AL
09/11/2014 10:18:08 AM FILED/CERT

Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

WITNESS the hand of said Grantor this 16 day of July, 2014.

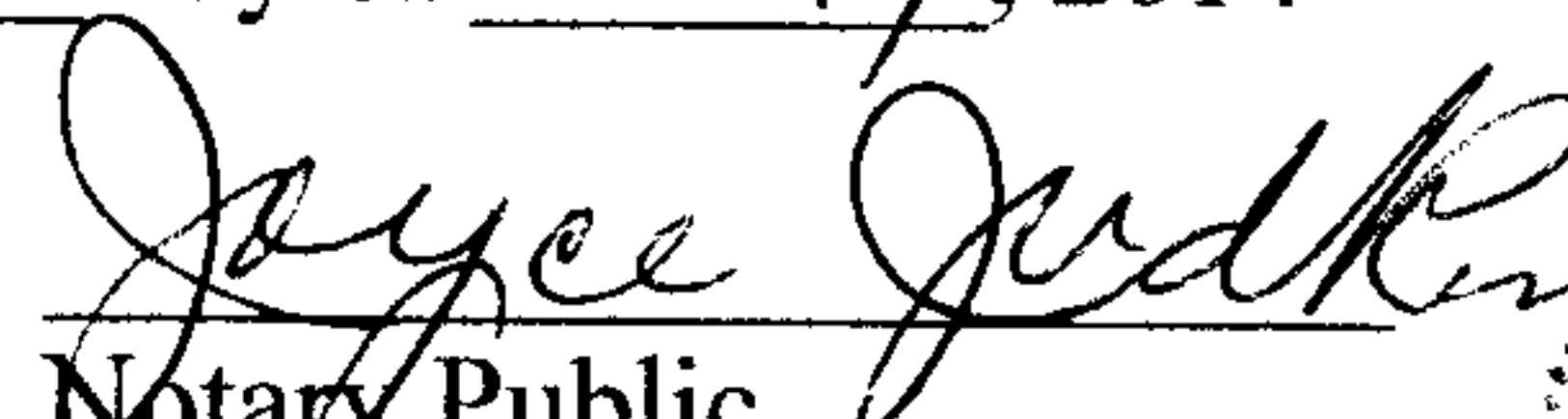


Richard Shannon Nicholson

STATE OF Al
COUNTY OF Talladega

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Richard Shannon Nicholson** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 16 day of July, 2014



Notary Public
Joyce Jenkins



20140911000284810 4/12 \$48.00
Shelby Cnty Judge of Probate, AL
09/11/2014 10:18:08 AM FILED/CERT

Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

Exhibit "A"

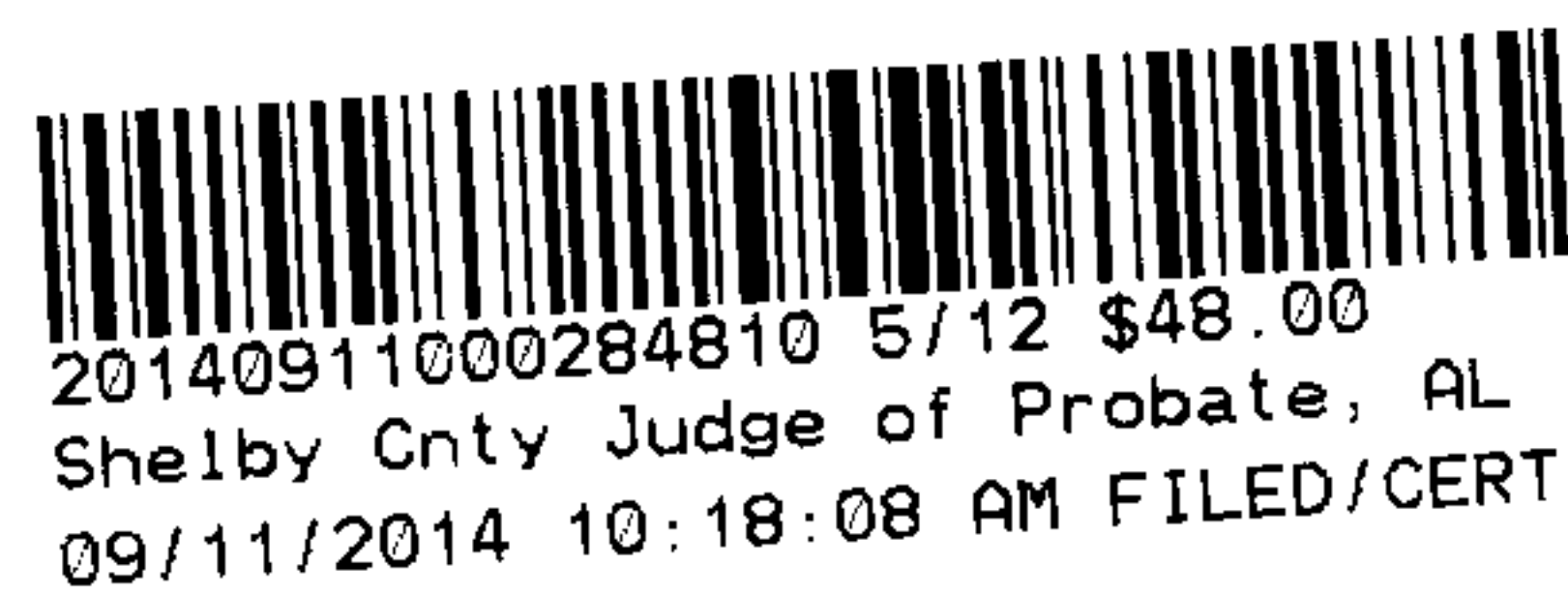
Legal Description

Lot 94, according to the Final Record Plat of Narrows Peak Sector, as recorded in Map Book 30, Page 37 A & B, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 2000-9755, as amended by Inst. No. 2000-17136; Inst. No. 2000-36696 and Inst. No. 201138328, Inst. No. 20020905000424180 and Inst. No. 20021017000508250, all recorded in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is herein after collectively referred to as the "Declaration").

Being all and the same property conveyed to Richard Shannon Nicholson by deed from Equifunding, Inc. recorded 7/29/2013 in Instrument No. 20130729000307730 and also by deed from Fannie Mae aka Federal National Mortgage Association recorded 9/8/2008 in Instrument No. 20080908000357020 in of Shelby Official records.

Tax ID: 09-4-20-2-007-094.000



20140911000284810 6/12 \$48.00
Shelby Cnty Judge of Probate, AL
09/11/2014 10:18:08 AM FILED/CERT

EXHIBIT "B"
ESTOPPEL AFFIDAVIT

STATE OF Al
COUNTY OF Talladega

Richard Shannon Nicholson, being first duly sworn, depose and say: That he/she/they are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1, conveying the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1, 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 WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1;

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 creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or

Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

corporations, other than **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not 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 \$1.00 by **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1**, agreement to forebear 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 as described as follows:


SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST

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 **WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as legal title trustee for BRONZE CREEK TITLE TRUST 2013-NPL1**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against the Grantee and/or Rushmore Loan Management; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

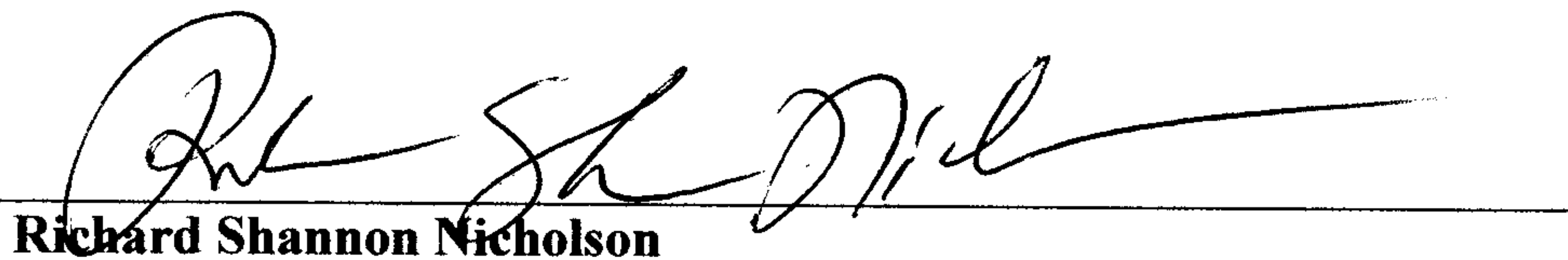
That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.


20140911000284810 7/12 \$48.00
Shelby Cnty Judge of Probate, AL
09/11/2014 10:18:08 AM FILED/CERT

Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

I OR WE (THE BORROWER OR BORROWERS) UNDERSTAND THAT I OR WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I OR WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

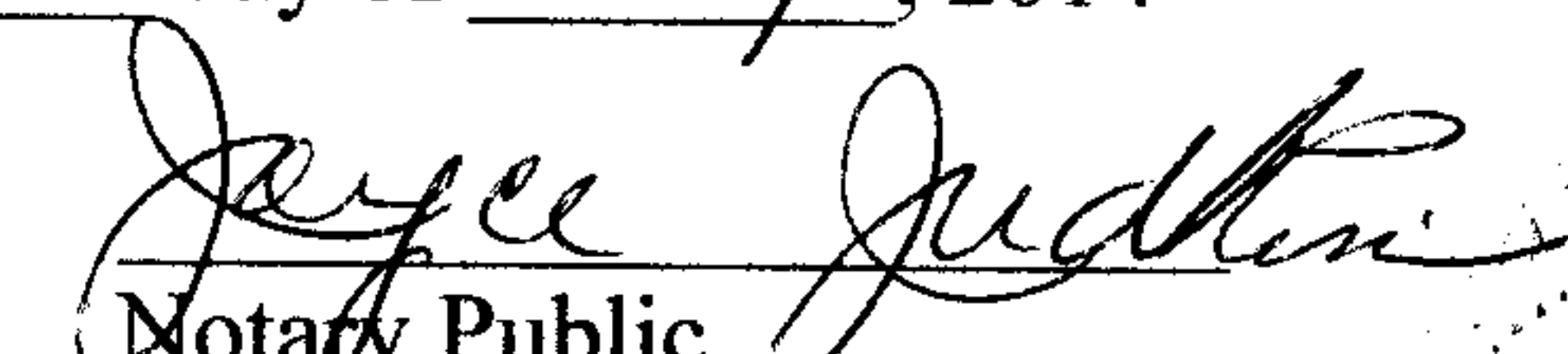
Dated: 7-16-2014


Richard Shannon Nicholson


STATE OF Al
COUNTY OF Talladega

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Richard Shannon Nicholson** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 16 day of July, 2014


Notary Public
Joyce Judkins




20140911000284810 8/12 \$48.00
Shelby Cnty Judge of Probate, AL
09/11/2014 10:18:08 AM FILED/CERT

Property Address: 297 NARROWS DR BIRMINGHAM AL 35242


20140911000284810 9/12 \$48.00
Shelby Cnty Judge of Probate, AL
09/11/2014 10:18:08 AM FILED/CERT

GRANTOR(S) AFFIDAVIT

State of Al }
County of Talladega }

Richard Shannon Nicholson, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

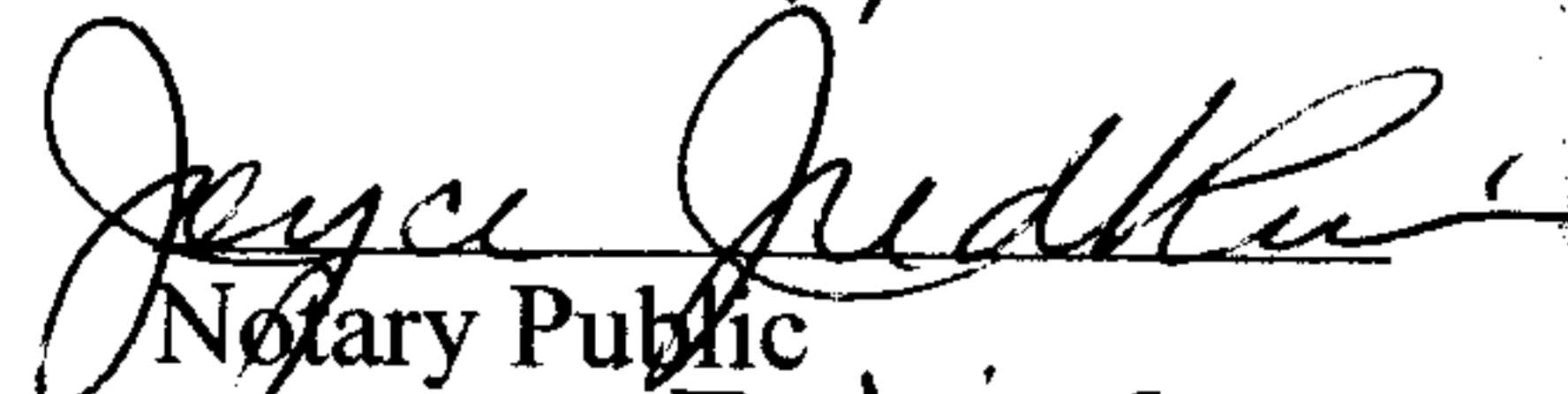


Richard Shannon Nicholson

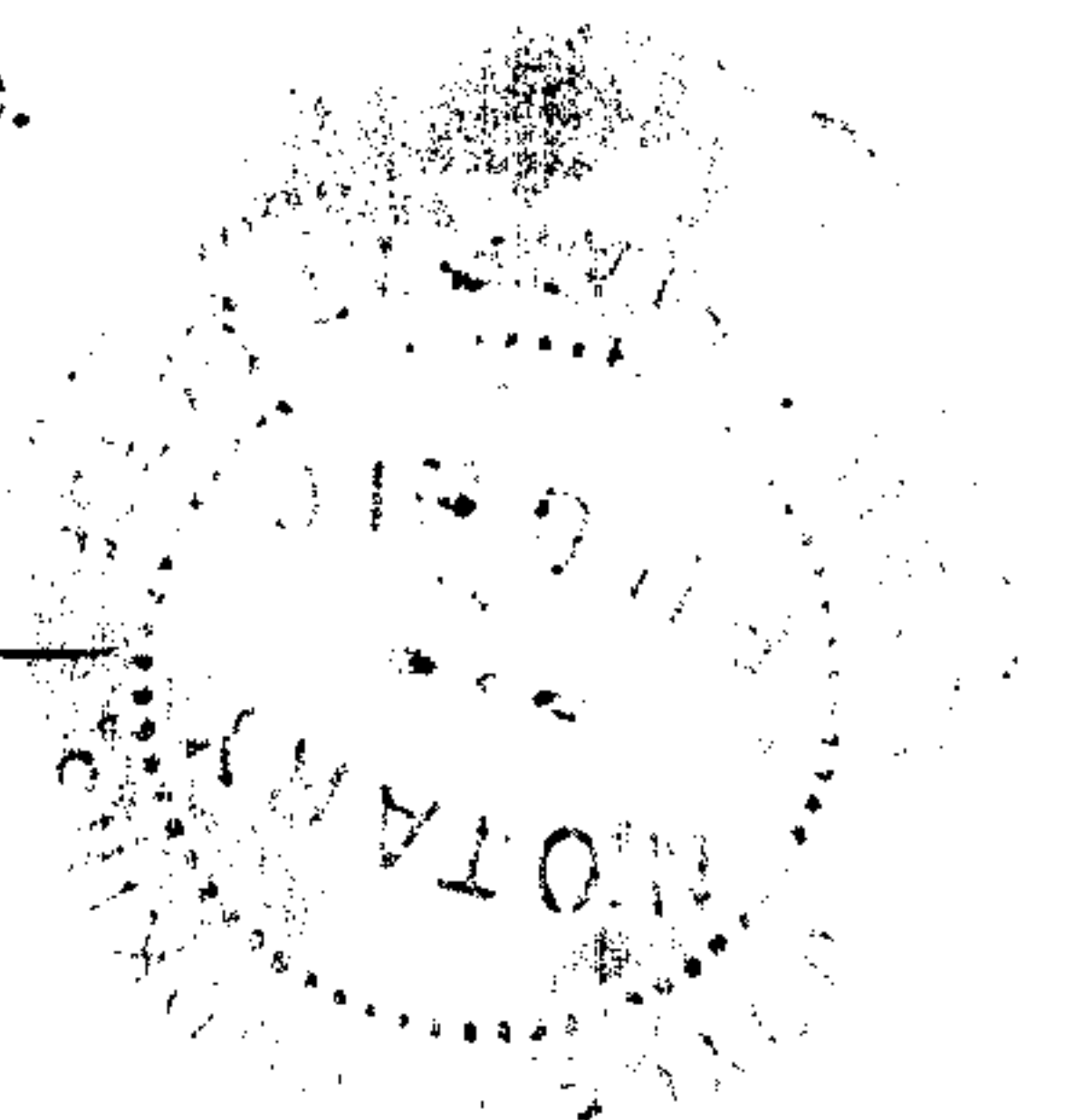
STATE OF Al
COUNTY OF Talladega

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **Richard Shannon Nicholson** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 16 day of July, 2014



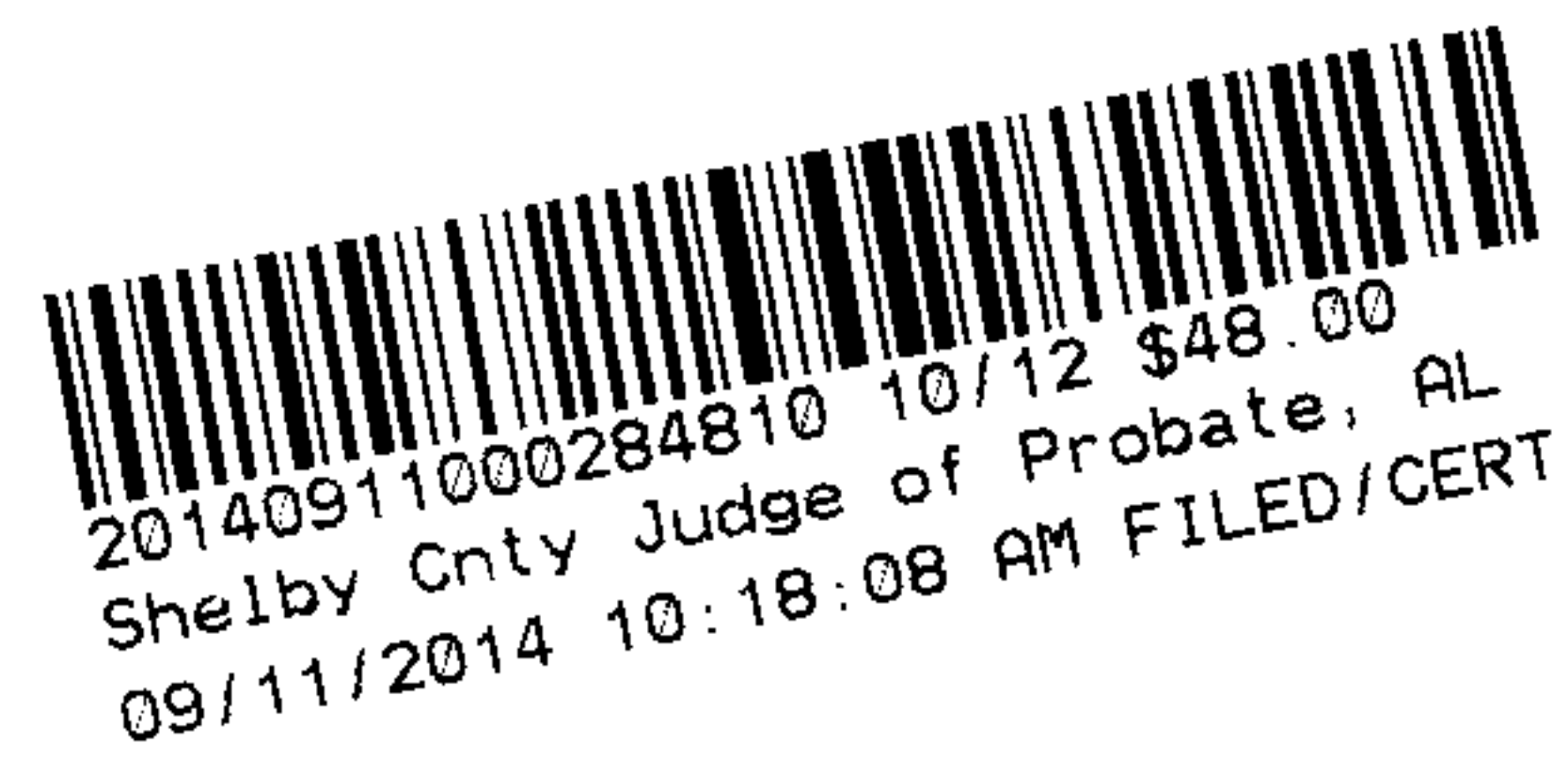
Notary Public
Joyce Jenkins



Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

EXHIBIT C
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

Mortgage Dated 08/29/2008, Recorded 09/08/2008 in the office of the Recorder of Shelby County, Alabama, in Inst# 20080908000357030, executed by Richard S Nicholson to MERS. Inc., as nominee for Suntrust Mortgage, Inc., which states that it secured a debt in the principal sum of \$205,882.00. Assigned from MERS. Inc., as nominee for Suntrust Mortgage, Inc. to Suntrust Mortgage, Inc. in Inst# 20111005000295930, Recorded 10/05/2011.



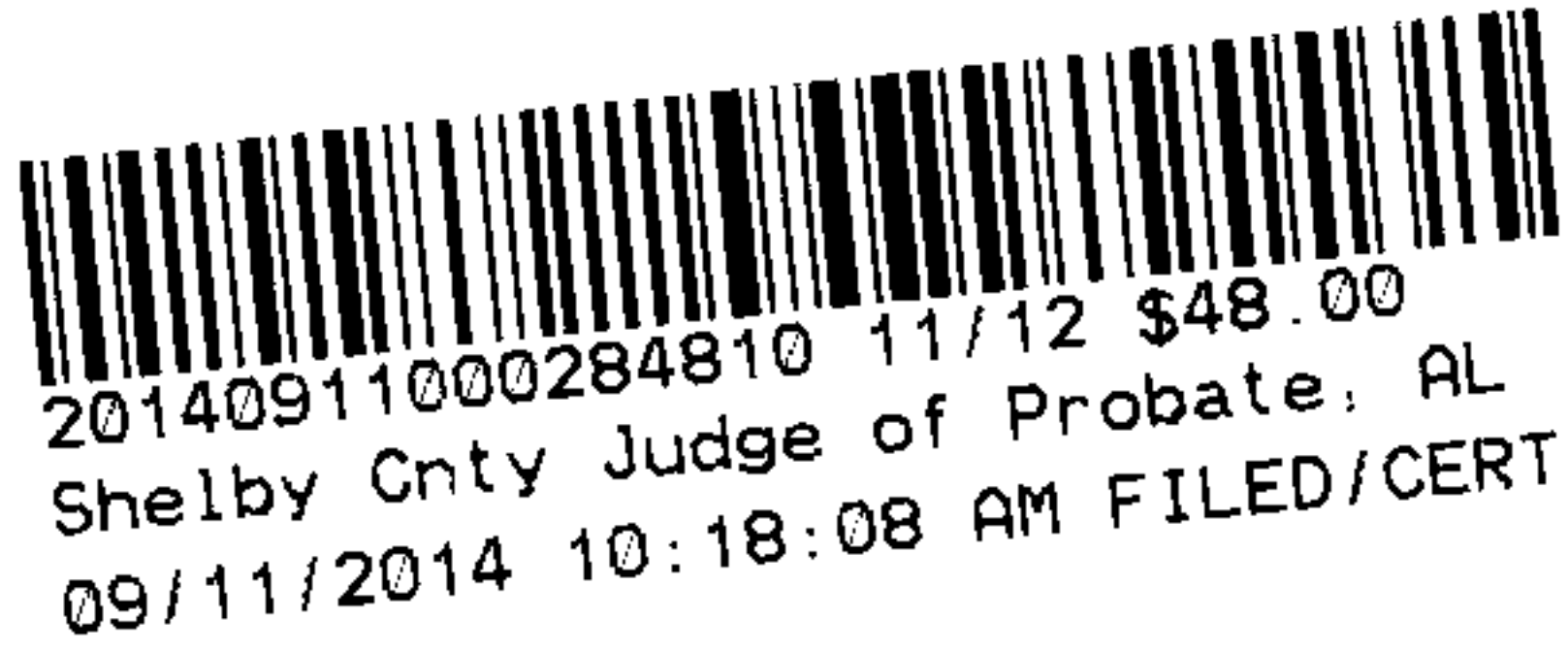
Property Address: 297 NARROWS DR BIRMINGHAM AL 35242

Real Estate Sales Validation Form

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

Grantor's Name Richard Shannon Nicholson

Grantee's Name WILMINGTON SAVINGS
FUND SOCIETY, FSB, doing
business as CHRISTIANA
TRUST, not in its individual
capacity but solely as legal title
trustee for BRONZE CREEK
TITLE TRUST 2013-NPL1 By
Rushmore Loan Management
Services, LLC, its Appointed
Attorney in Fact



Mailing Address 297 NARROWS DR
BIRMINGHAM AL 35242

Mailing Address 500 Delaware Avenue 11th
Floor Wilmington DE 19801

Property Address 297 NARROWS DR
BIRMINGHAM AL 35242

Date of Sale 7-16-2014
Total Purchase Price \$198282.27

or
Actual Value \$

or
Assessor's Market Value ~~\$0.00~~ 196400.00

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
☐ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

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 7-16-2014

Unattested

(verified by)

Print Richard Shannon Nicholson
Sign *Richard Shannon Nicholson*
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



20140911000284810 12/12 \$48.00
Shelby Cnty Judge of Probate, AL
09/11/2014 10:18:08 AM FILED/CERT