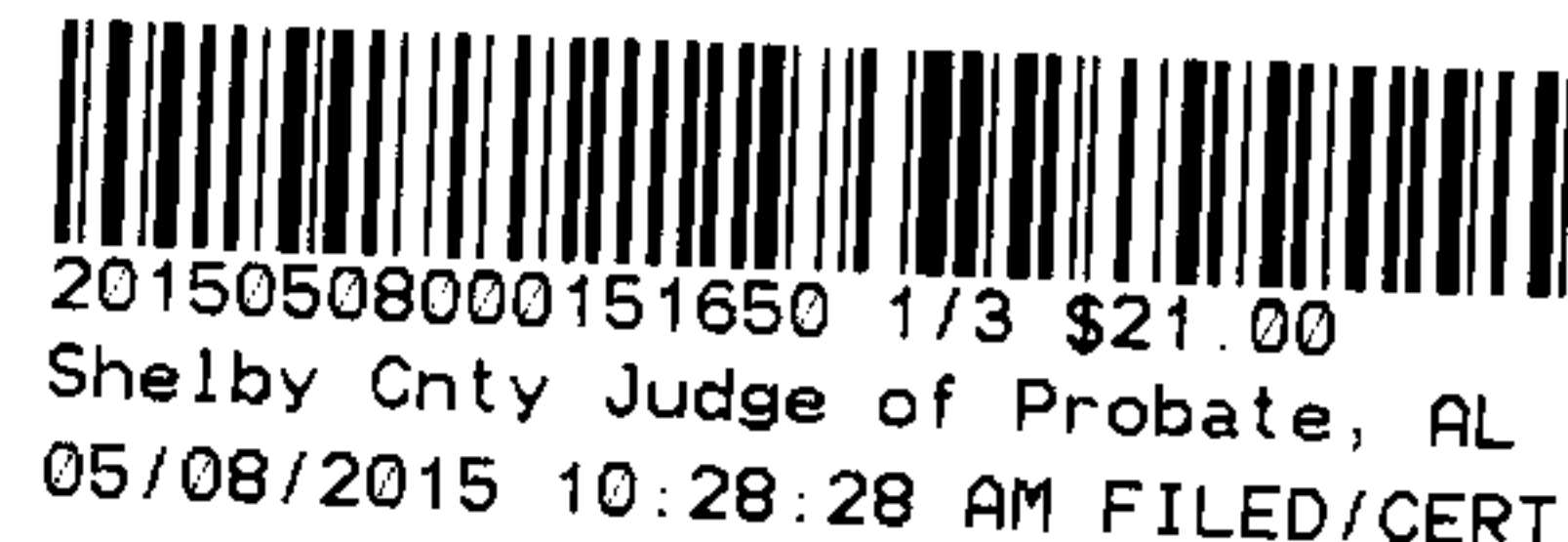


This instrument was prepared by:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223

Send Tax Notice To:  
SouthPoint Bank  
3500 Colonnade Parkway Suite 140  
Birmingham, AL 35243

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**STATUTORY WARRANTY DEED**  
(Deed in Lieu of Foreclosure)



**KNOW ALL MEN BY THESE PRESENTS:** That:

WHEREAS, the undersigned, **HOMESMITH, LLC, an Alabama limited liability company** (hereinafter referred to as "GRANTOR"), is the owner and record title holder of all of the real property situated in Shelby County, Alabama, to-wit:

**Lots 26, 38, 39, 40, 64 and 65, according to the Survey of Lake Forest, Sixth Sector, as recorded in Map Book 36, Page 35 A and B, in the Probate Office of Shelby County, Alabama.**

WHEREAS, the Grantor acknowledges and affirm that they have heretofore executed and delivered to SouthPoint Bank that certain mortgage evidencing the original Note dated December 28, 2005 in the amount of \$234,500.00, filed for recorded on January 4, 2006, recorded in Instrument NO. 20060104000006700 (the "Note"); said mortgage having been filed for record in the Probate Office of Shelby County, Alabama (the "Mortgage"); and the Grantor acknowledge and affirm that they have heretofore executed and delivered to SouthPoint Bank that certain mortgage evidencing the original Note dated December 28, 2005 in the amount of \$203,700.00, filed for record on January 4, 2006, recorded in Instrument No. 20060104000006710 (the "Note"); said mortgage having been filed for record in the Probate Office of Shelby County, Alabama (the "Mortgage").

WHEREAS, said indebtedness due under the above mortgage is due and payable, and the Grantor is unable to pay same but is desirous of saving the expense of a foreclosure of said mortgage.

WHEREAS, Grantor has agreed to convey the Property to Grantee in consideration of \$10.00 and the release of the guarantors from any and all liability related to the Indebtedness evidenced by the Note by Grantee to Grantor from and against the Indebtedness secured by the Mortgage;

WHEREAS, the Grantor and the Grantee have mutually agreed upon a fair and equitable price for the Property; and

NOW, THEREFORE, for good and valuable consideration of the premises and in further consideration of a credit in the amount of Ten and NO/100 Dollars (\$10.00), and the release of the guarantors from any and all liability related to the Indebtedness evidenced by the Note, this day in hand paid to the undersigned **HOMESMITH, LLC, an Alabama limited liability company** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **SouthPoint Bank**, a bank chartered under the laws of the State of Alabama (hereinafter referred to as GRANTEE), the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

**Lots 26, 38, 39, 40, 64 and 65, according to the Survey of Lake Forest, Sixth Sector, as recorded in Map Book 36, Page 35 A and B, in the Probate Office of Shelby County, Alabama.**



Subject To:

Ad valorem taxes for 2015 and subsequent years, existing covenants and restrictions, easements, building lines and limitations of record.

Together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without any reservation or retention of any rights of redemption, statutory or equitable.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, its successors and/or assigns, forever, in fee simple.

It is understood and agreed that the lien and title of the Mortgage 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 for any particular reason, or in the event of the setting aside of this conveyance in any proceedings instituted under the Bankruptcy Code, the Mortgagee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the note secured thereby, and in any such event the Mortgagee shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, said GRANTOR has through its duly authorized member hereunto set their hands and seals this the 3<sup>rd</sup> day of April, 2015.

HOMESMITH, LLC

By: 

John H. Street, Jr.

Its: Member

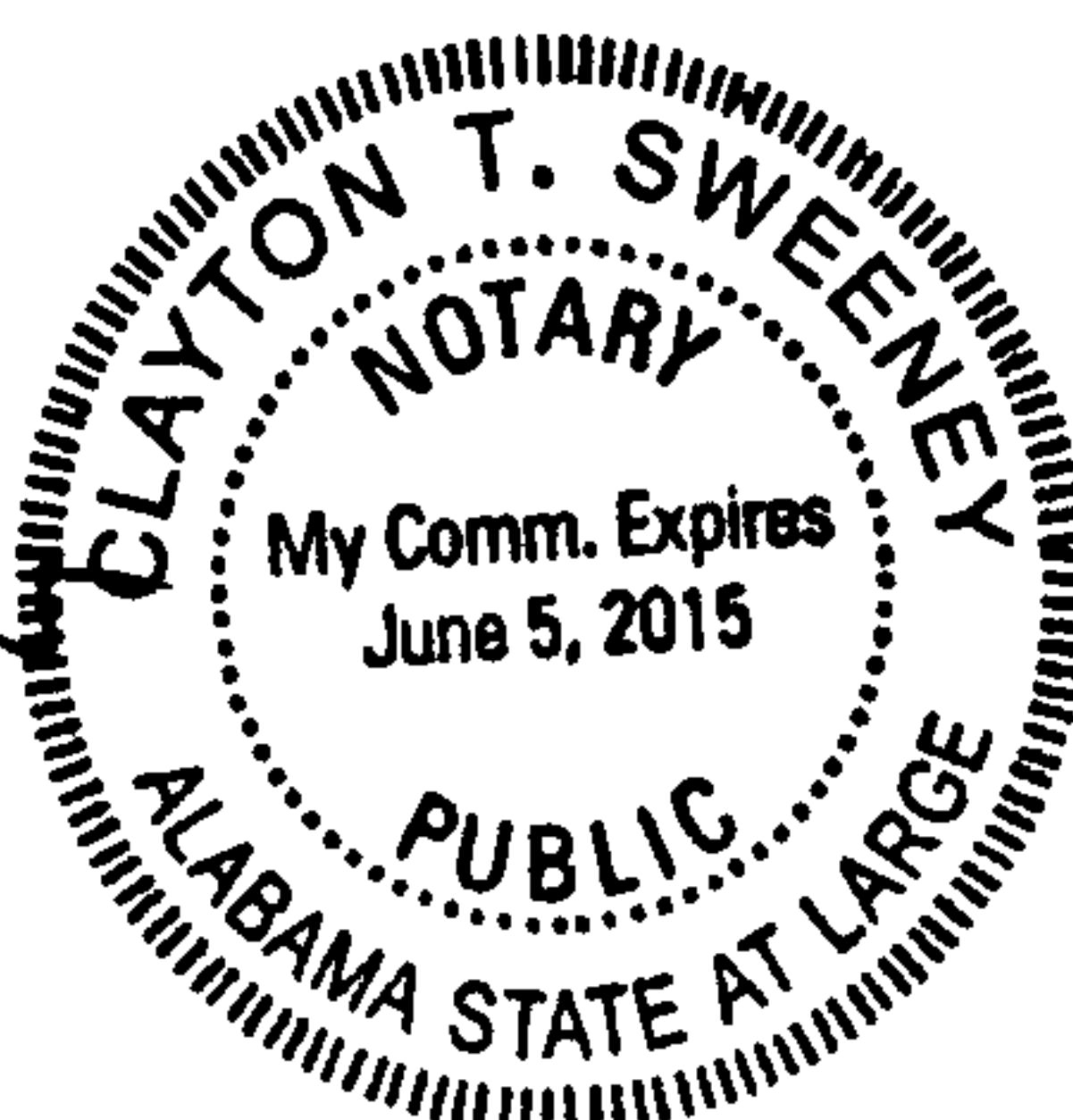
STATE OF ALABAMA     )  
JEFFERSON COUNTY    )


I, the undersigned, a Notary Public, in and for said County and State, hereby certify that John H. Street, Jr., whose name as Member of Homesmith, LLC, an Alabama Limited Liability Company, is signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said lion the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 3<sup>rd</sup> day of April, 2015.

  
NOTARY PUBLIC

My Commission Expires: 6-5-2015



  
20150508000151650 2/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
05/08/2015 10:28:28 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	Homesmith, LLC 5800 Feldspar Way	Grantee's Name	SouthPoint Bank 3500 Colonnade Parkway, Ste 140	
Mailing Address	Hoover, AL 35244	Mailing Address	Birmingham, AL 35243	
Property Address	Lots 26, 38, 39, 40, 64, and 65 Red Bay Cove, Red Bay Drive		Date of Sale	April 3, 2015

Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ 141,000.00  
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)

- |   |   |
|---|---|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal                              |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other – Tax assessor's market value    |
| <input checked="" type="checkbox"/> Closing Statement | <input checked="" type="checkbox"/> Deed in Lieu of Foreclosure |

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.

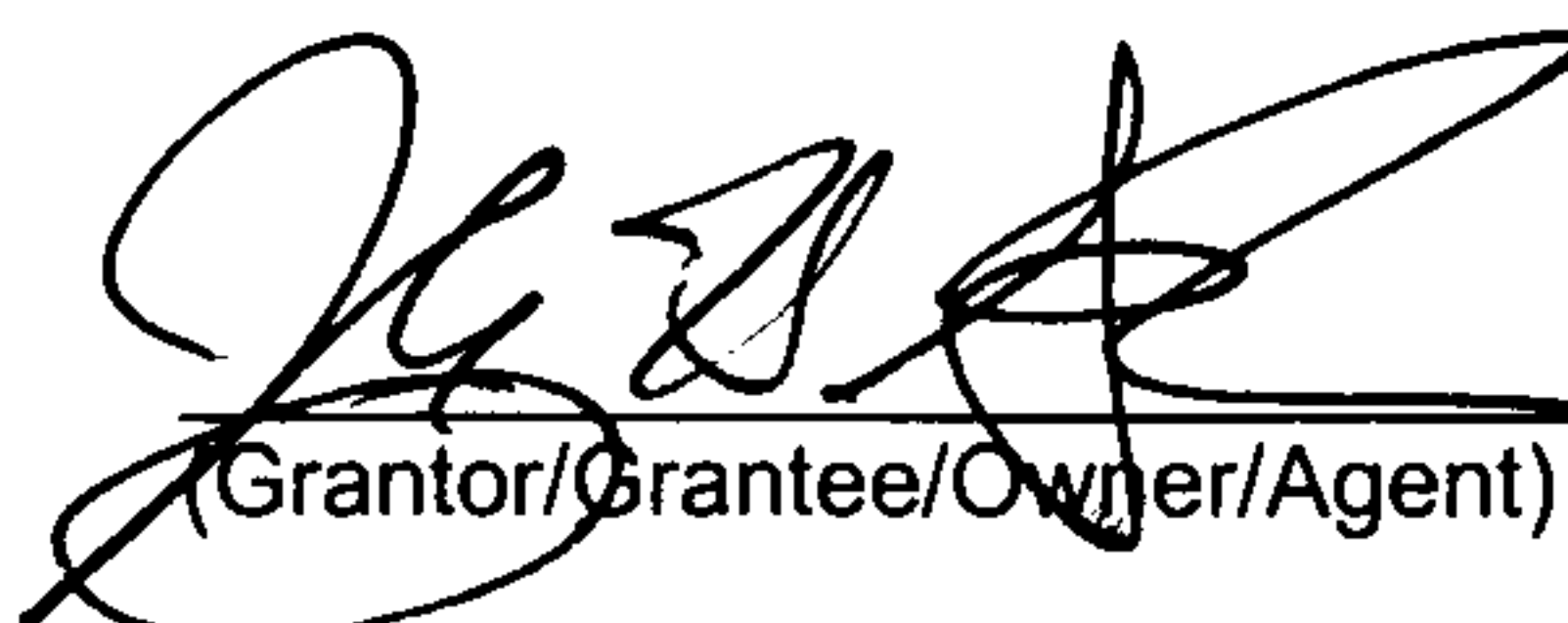
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be 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 \_\_\_\_\_

Homesmith, LLC  
Print by: John H. Street, Jr. \_\_\_\_\_

\_\_\_\_\_  
Unattested Sign  
(verified by)

  
(Grantor/Grantee/Owner/Agent) circle one

