


STATE OF ALABAMA)
SHELBY COUNTY)


20150716000242330 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
07/16/2015 10:38:40 AM 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 secured by that certain Mortgage executed by Keather M. Mitchell, a married woman and Laxavier Mitchell, to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Freedom Direct Corporation, dated the 11th day of February, 2010, recorded in Instrument Number 20100219000050510 in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Ocwen Loan Servicing, LLC, in the aforesaid Probate Office; and in further good and valuable consideration to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged **KEATHER M. MITCHELL, A SINGLE WOMAN AND LAXAVIER MITCHELL, A SINGLE MAN** (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto **OCWEN LOAN SERVICING, LLC** (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:

Lot 36, according to the Final Plat of Cross Creek Subdivision, as recorded in
Map Book 38, Page 3, in the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantors.

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 herein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.


And the Grantors do assign and covenant with the said Grantee that they are 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.

TO HAVE AND TO HOLD to the said Grantee, and to its successors and assigns forever.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Grantor has hereunto set her signature this the 18 day of June, 2015.

Keather Mitchell
Keather M. Mitchell

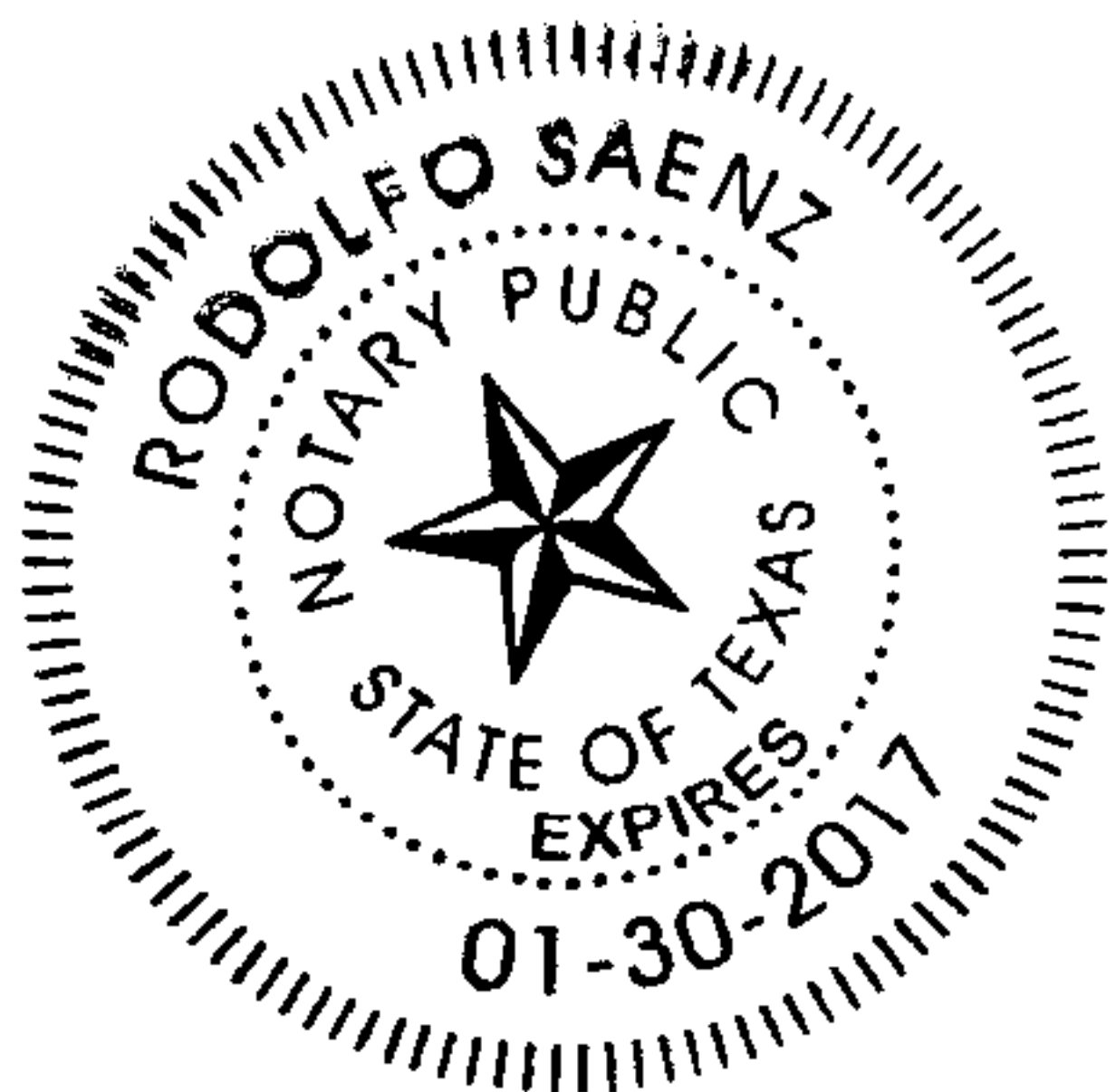

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NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS)
EL PASO COUNTY)

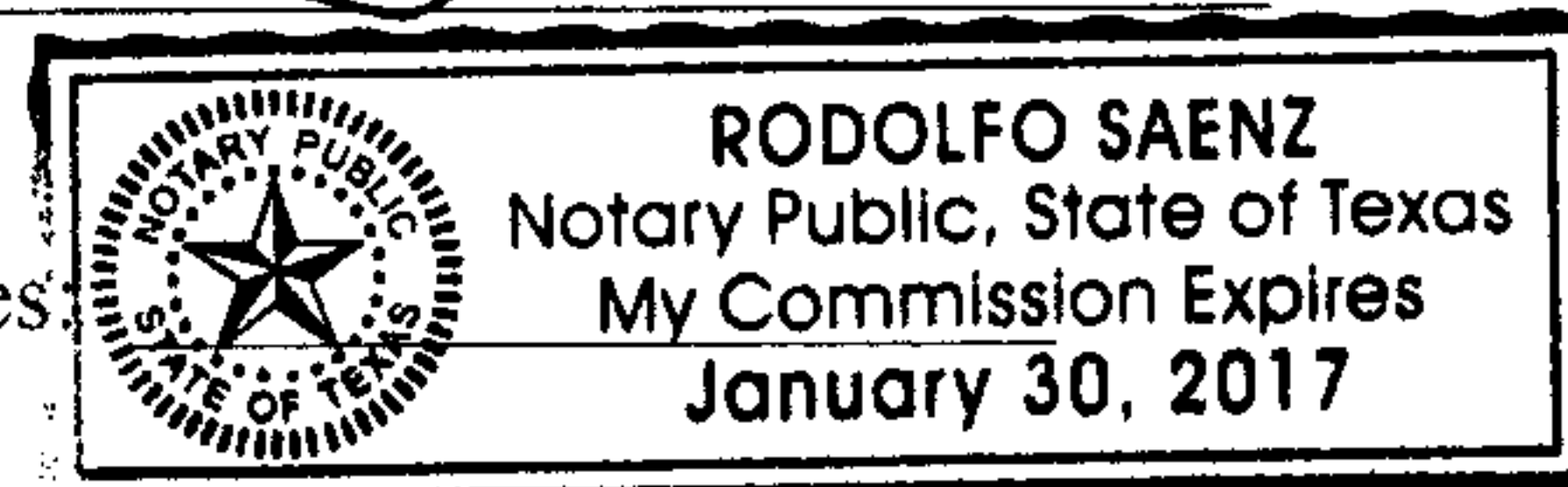
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Keather M. Mitchell, a single woman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she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

Given under my hand and official seal on this the 18TH day of JUNE, 2015.

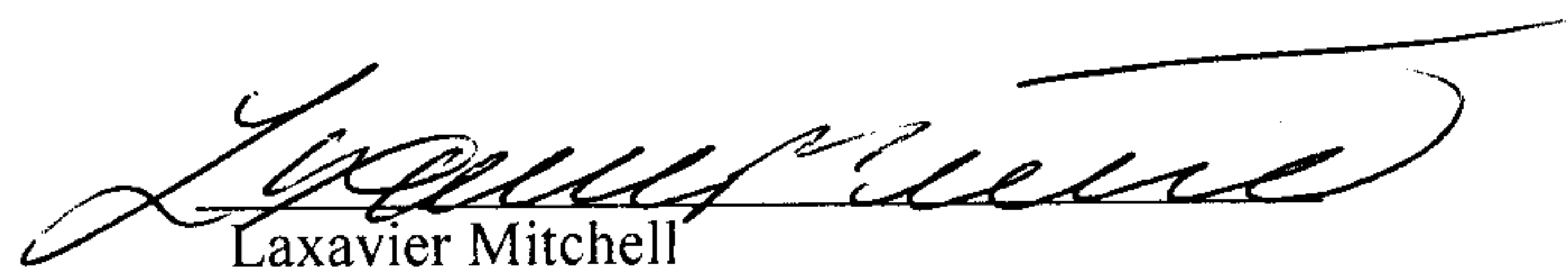



Rodolfo Saenz
NOTARY PUBLIC

My Commission Expires



IN WITNESS WHEREOF, the Grantor has hereunto set his signature this the 15 day of June, 2015.


Laxavier Mitchell

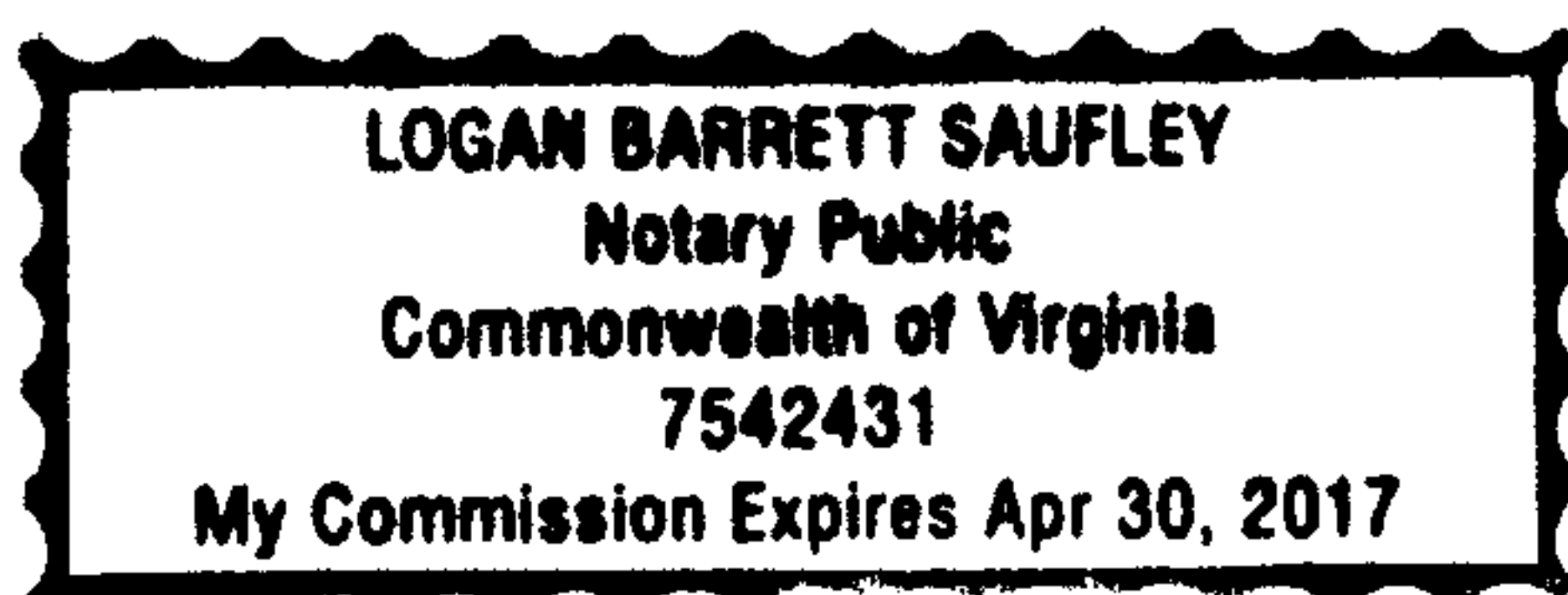

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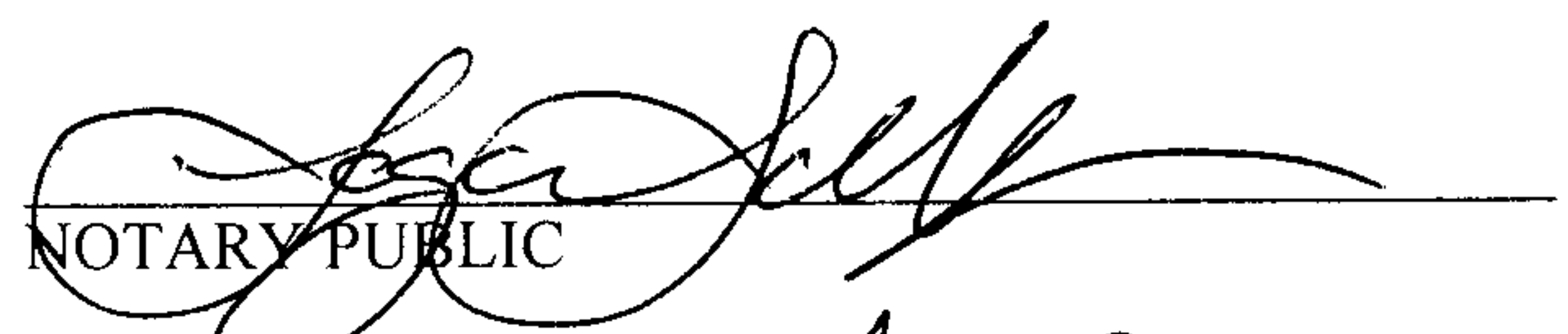
NOTARY ACKNOWLEDGEMENT

STATE OF Virginia)
Petersburg COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Laxavier Mitchell, a single man, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15 day of June, 2015.




NOTARY PUBLIC
My Commission Expires: Apr 30, 2017

This Instrument Prepared By:
Andy Saag, Esq.
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, AL 35255-5727
SF# 335000

Real Estate Sales Validation Form

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

Grantor's Name Keather M. Mitchell

Laxavier Mitchell

Mailing Address 212 Battle Circle
Fort Lee, VA 23801

Grantee's Name Ocwen Loan Servicing, LLC

Mailing Address c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite
100
West Palm Beach, FL 33409

Property Address 138 Falling Waters Lane
Maylene, AL 35114

Date of Sale June 18, 2015

Total Purchase Price

or

Actual Value \$ _____

or

Assessor's Market Value \$168,200.00

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 Assessor's Market Value

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 _____

☐ Unattested

(verified by)

Print Kayla Bates, Foreclosure Specialist

Sign

Kayla Bates

(Grantor/Grantee/Owner/Agent) circle one



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