

Source of Title  
Deed Book N/A  
Page N/A

REQUESTED BY & AFTER RECORDING  
RETURN TO: STEWART TITLE CO  
FNMA - POST CLOSING DEPT  
500 N BROADWAY - STE 900  
ST LOUIS MO 63102

This Document Prepared By:  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

Send Tax Notice To:  
8950 Cypress Waters Blvd  
Coppell, Texas 75019

Loan No.: 0596734814  
Investor No.: 1703433457  
1359513

## DEED IN LIEU OF FORECLOSURE

State of Alabama §  
County of Shelby §

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by  
Joey Carlee and Sunner Carlee, husband and wife to  
Mortgage Electronic Registration Systems, Inc., acting solely as nominee for MortgageAmerica, Inc.,

dated February 28th, 2007, and recorded in Mortgage Book N/A, Page N/A,  
Instrument No. 20070305000097320 in the Probate Office of Shelby County, Alabama, 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, Joey Carlee and Sunner Carlee, husband and wife, 1250  
Highway 10, Montevallo, Alabama 35115

do grant, bargain, sell and convey unto Federal National Mortgage Association, whose address is 3900 Wisconsin  
Avenue, NW, Washington, DC 20016-2892

(herein referred to as "Grantors"),  
(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:

ASSIGNMENT CHAIN ATTACHED AS EXHIBIT "B" IF APPLICABLE.

Loan No.: 0596734814  
Investor No.: 1703433457

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 872 Burning Tree Trail, Alabaster, Alabama 35007

TAX ID: 13-8-34-1-004-002.000

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

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 the said Grantee that he is 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.

IN WITNESS WHEREOF, the said, has hereunto set signature and seal this 9<sup>th</sup> day of NOVEMBER, 2015.

Joey Carlee (Seal)  
-Grantor

Sunner Carlee (Seal)  
-Grantor

\_\_\_\_ (Seal)  
-Grantor

\_\_\_\_ (Seal)  
-Grantor

Loan No.: 0596734814  
Investor No.: 1703433457

**GRANTOR ACKNOWLEDGMENT**

State of Alabama §  
County of Jefferson §

I, Patricia C Trabanino Notary Public [name and style of officer], hereby certify that  
Joey Carlee and Sunner Carlee

whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 9 day of November, A.D. 2015.

(Seal)



Patricia C Trabanino  
Notary Signature  
Patricia C Trabanino  
Printed Name  
Notary Public  
Style of Officer

## EXHIBIT "B" - ASSIGNMENT CHAIN

Said Mortgage was assigned as follows:

(1) To Nationstar Mortgage, LLC.

by assignment dated May 24th, 2013, and recorded on June 5th, 2013 in Book N/A  
Page N/A, Instrument No. 20130605000230210 in the Probate Office of Shelby  
County, Alabama.

(2) To Federal National Mortgage Association

by assignment dated N/A, and recorded on N/A in Book N/A  
Page N/A, Instrument No. N/A in the Probate Office of Shelby  
County, Alabama.

(3) To N/A

by assignment dated N/A, and recorded on N/A in Book N/A  
Page N/A, Instrument No. N/A in the Probate Office of Shelby  
County, Alabama.

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RETURN TO: STEWART TITLE CO  
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This Document Prepared By:  
RUTH RUHL, P.C.  
Ruth Ruhl, Esquire  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

Loan No.: 0596734814  
Investor No.: 1703433457  
1359513

## ESTOPPEL AFFIDAVIT

State of Alabama §  
County of Shelby §

THE UNDERSIGNED, Joey Carlee and Sunner Carlee, husband and wife

, ("Borrower")

after having been first duly sworn, upon oath, state and affirm the following to-wit:

1. That on February 28th, 2007, for good and valuable consideration, Borrower duly executed and delivered a certain Promissory Note ("Note"), made payable to the order of MortgageAmerica, Inc., , ("Lender"), in the original principal amount of \$138,500.00 , together with interest thereon at the rate set forth in said instrument. The Note was duly secured by a Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of even date therewith being recorded on March 5th, 2007, as Instrument No. 20070305000097320, Mortgage Book N/A, Page N/A in the real estate records, in the Probate Office of Shelby County, Alabama.

ASSIGNMENT CHAIN ATTACHED AS EXHIBIT "B" IF APPLICABLE

Loan No.: 0596734814  
Investor No.: 1703433457

Property more particularly described as:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS: 872 Burning Tree Trail, Alabaster, Alabama 35007  
TAX ID: 13-8-34-1-004-002.000

The Borrower is currently in default in the making of payments due on the Note and does not currently have the financial capability of curing such default.

2. That pursuant to an agreement with the Lender, Borrower has made, executed and delivered that certain Warranty Deed ("Deed") of even date herewith, which conveyed the Property and improvements thereon to the Lender or its designee.

3. That the undersigned hereby acknowledges, agrees and certifies that the Deed is an absolute conveyance of Borrower's right, title and interest in and to said Property and improvements, together with all buildings thereon and appurtenances thereunto belonging and appertaining, including the exceptions as specified in the title commitment/report from Stewart Title Guaranty Company, effective date of August 27th, 2015 with release of all homestead and other exemption rights in and to the Property; and also conveyed, transferred and assigned Borrower's rights of possession, rentals, deposits and equity of redemption in and to the Property and improvements thereon, all personal property existing on or used in conjunction with the Property, and all other rights and interest of Borrower in and to the Property.

4. That the value of the Property and improvements thereon is not in excess of the amount of the total indebtedness outstanding on the Note, and in consideration of the premises hereof, and in consideration of such conveyance, Borrower has received from the Lender an agreement that, subject to certain conditions, Lender covenants to completely release Borrower from personal liability to pay principal and interest under the Promissory Note and Security Instrument, and from all security agreements, financing statements, and claims and demands with respect to the Property.

5. That the Deed was given voluntarily by Borrower, in good faith on the part of the Lender, without any fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Lender or Borrower, and was not given as a preference against any other creditors of Borrower.

6. That the Deed shall not restrict the right of the Lender to commence foreclosure proceedings if it should so desire; but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Borrower's equity of redemption, and with full release of all of Borrower's right, title and interest of every character and nature in and to the Property and improvements thereon.

7. That Borrower has not taken any action, or failed to take any action, which would result in any lien, encumbrance, claim or charge from being recorded against the Property.

8. That notwithstanding the Borrower has not made payments due on the Note, Borrower is solvent and is not currently the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement or receivership proceedings, nor is Borrower currently contemplating or anticipating the same.

Loan No.: 0596734814  
Investor No.: 1703433457

9. That it is expressly understood that this Affidavit has been given for the protection and benefit of and may be relied upon the Lender and the Title Company, and their successors and assigns, and shall bind the representatives, heirs, executors, administrators and assigns of the undersigned.

10. That there exists no agreement, express or implied, for Borrower, the undersigned, or any person or entity acting as an agent of Borrower or undersigned, to reacquire the Property or any portion thereof, or interest therein, from the Lender or to distribute to Borrower any profits or proceeds derived from the Property.

11. That the Borrower upon request from the Lender, 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.

12. That the Borrower has vacated the Property, the Property is broom clean; that to the best of Borrower's knowledge, the Property is free of harmful mold; that all utilities, and Home Owner Association dues, fees and/or assessments, if any, are paid in full through the date of execution of the Deed in favor of Lender; and, that Borrower has been advised to consult a tax consultant/advisor to discuss any tax consequences that could result from the Deed.

13. That it is expressly understood and agreed that the above foregoing provisions shall be supplemental to the Deed and shall not merge therein.

DATED this 9th day of NOVEMBER, 2015.

Joey Carlee [Signature]  
-Borrower

Sunner Carlee [Signature]  
-Borrower

-Borrower

-Borrower

#### ACKNOWLEDGMENT

State of Alabama §

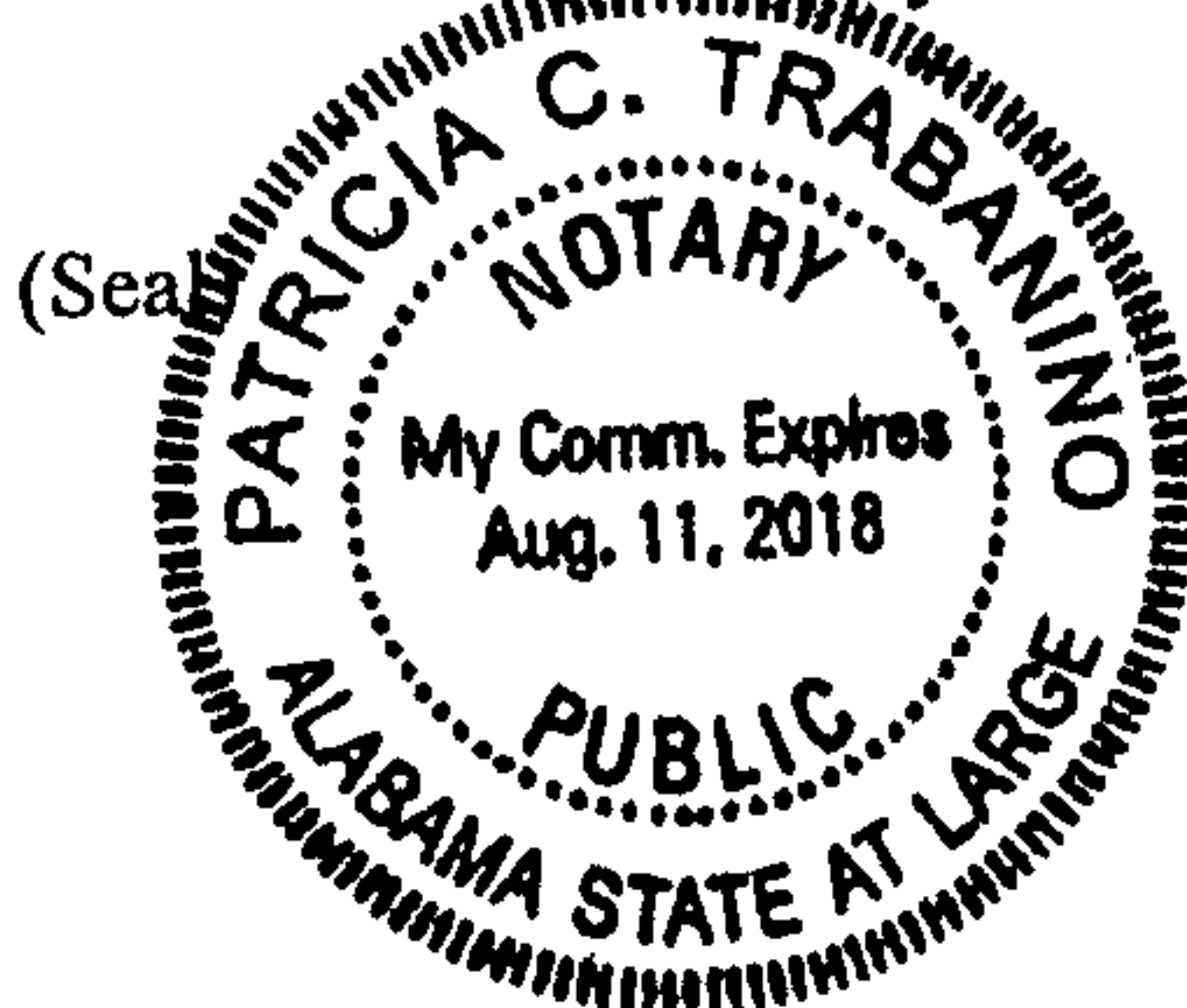
County of Jefferson §

I, Patricia C. Trabanino

[Signature]  
[name and style of officer], hereby certify that

Joey Carlee and Sunner Carlee  
whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 9 day of November, A.D. 2015.



[Signature]  
Notary Signature  
Patricia C. Trabanino  
Printed Name  
[Signature]  
Style of Officer


Loan No.: 0596734814  
Investor No.: 1703433457

**CONDITIONAL DELIVERY OF DEED**  
(to be attached to the Estoppel Affidavit)

It is understood and agreed by Grantor that the Deed to Federal National Mortgage Association

("Grantee"), mentioned in the Estoppel Affidavit delivered together herewith, is intended to convey a marketable title free and clear of all liens or encumbrances, that the Grantee intends to have the title to and condition of said premises examined before finally accepting said Deed; and, that the Grantee, in its sole discretion, reserves the right to reject said Deed, and to have the holder of the Note and the Mortgage/Deed of Trust/Security Deed proceed with foreclosure and assert all of the rights of the holder under the Note and Mortgage/Deed of Trust/Security Deed described in the first paragraph of said Estoppel Affidavit.

Signed this 9th day of NOVEMBER, 2015.

  
Joey Carlee -Grantor

  
Sunner Carlee -Grantor

\_\_\_\_\_  
-Grantor

\_\_\_\_\_  
-Grantor

**EXHIBIT A**

ALL THAT PARCEL OF LAND IN COUNTY OF SHELBY, STATE OF ALABAMA AS MORE FULLY DESCRIBED IN INSTRUMENT NO. 20070305000097310 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 6, IN BLOCK 2, ACCORDING TO THE SURVEY OF NAVAJO HILLS, FIRST SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JOEY CARLEE AND SUNNER CARLEE FROM MARK ALAN BOGGAN, AN UNMARRIED MAN AND ANITA WAITS BOGGAN, AN UNMARRIED WOMAN, BY WARRANTY DEED DATED FEBRUARY 28, 2007, AND RECORDED MARCH 05, 2007, IN INSTRUMENT NO. 20070305000097310, AMONG THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

APN: 13-8-34-1-004-002.000

For Informational Purposes Only:

Property Address:

872 Burning Tree Trail,  
Alabaster, AL-35007

## EXHIBIT "B" - ASSIGNMENT CHAIN

Said Mortgage was assigned as follows:

(1) To Nationstar Mortgage, LLC

by assignment dated May 24th, 2013, and recorded on June 5th, 2013 in Book N/A,  
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County, Alabama.

(2) To Federal National Mortgage Association

by assignment dated N/A, and recorded on N/A in Book N/A,  
Page N/A, Instrument No. N/A in the Probate Office of Shelby  
County, Alabama.

(3) To N/A

by assignment dated N/A, and recorded on N/A in Book N/A,  
Page N/A, Instrument No. N/A in the Probate Office of Shelby  
County, Alabama.

## Real Estate Sales Validation Form

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

Grantor's Name Joey Carlee and Sunne Carlee  
Mailing Address 1250 Highway 10  
Montevallo  
Al, 35115

Grantee's Name Federal National Mortgage  
Mailing Address Association  
3900 Wisconsin Ave, NW  
Washington, DC 20016

Property Address 872 Burning Tree Trail  
Alabaster  
AL, 35007

Date of Sale 11-9-15  
Total Purchase Price \$ 134459.97

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ \_\_\_\_\_

20160126000026110

01/26/2016 11:47:02 AM

DEEDS 11/11

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 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 11/9/15

Print Joey Carlee Sunne Carlee

Sign [Signature] Sunne Carlee  
(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)

Print Form

Form RT-1



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/26/2016 11:47:02 AM  
\$45.00 CHERRY  
20160126000026110

[Signature]