

STATE OF ALABAMA

)

Hollie Anne Barrett, and David A. Livesay, II,
Married

COUNTY OF Shelby

)

DEED IN LIEU OF FORECLOSURE


20160126000026350 1/3 \$22.00
Shelby Cnty Judge of Probate, AL
01/26/2016 01:24:14 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Hollie Anne Barrett a/k/a Hollie Livesay and David A. Livesay, II, a married couple, (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto PHH Mortgage Corporation (herein referred to as "Grantee"), all that certain property situated in Shelby County, Alabama, as more particularly described as follows, to-wit:

A portion of the SE 1/4 of the SW 1/4 of Section 14 and NEW 1/4 of the NW 1/4 of Section 23 Township 24 North Range 15 East more particularly described as follows: Begin at the SW corner of the SE 1/4 of the SW 1/4 of Section 14 Township 24 North Range 156 East and run Easterly along the Southern aide of said quarter - quarter section for 1058.61 feet to a point the north side of the right of way Shelby County Highway No 400 run Southeasterly along said right of way for 32.74 feet to an iron pin the point of beginning then turn an angle of 106 degrees 47 minutes 5 seconds to the left and run Northeasterly 356.33 Feet then turn an angle of 73 degrees 12 minutes 55 seconds to the left and run northwesterly 290.21 feet then turn an angle of 106 degrees 47 minutes 5 seconds left and run southwesterly 356.33 feet then turn an angle of 73 degrees 12 minutes 55 seconds to the left and run southeasterly along north right of way Shelby County Highway No 400 290.21 feet back to the point of beginning metes and bounds property.

THIS IS A DEED IN LIEU OF FORECLOSURE. It is the intention of the Grantors and Grantee that this deed, and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to the provisions of Code of Alabama § 35-10-50. et seq. Without limiting the generality of the foregoing sentence, the Grantors and Grantee agree that this deed shall have the effect of transferring absolute title to the above described property to the Grantee free of any statutory or equitable right of redemption in the Grantors or anyone claiming by or through the Grantors. It is further the intention of the Grantors and Grantee that the lien created by that certain Mortgage recorded in Book Instrument #, Page 20110121000022720 of the Office of the Judge of Probate of Shelby County, Alabama, aforesaid records, will not merge into the fee title acquired by the Grantee pursuant to this deed. No such merger will occur until such time as the Grantee executes a written Instrument specifically effecting such merger or releasing said Mortgage and duly recording the same. It is further agreed by the parties that as of the date of execution of this deed, any personal property remaining on the property will be considered abandoned.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereunto belonging unto the said GRANTEE, his successors and assigns forever. The said GRANTORS do covenant for themselves and their heirs, executors and assigns, that at the signing of these presents, they are well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same clear from all encumbrances (excepting only the Mortgage described above), and that they and their heirs, executors and assigns will warrant and defend said premises, with the appurtenances thereunto belonging unto said GRANTEE, and its successors and assigns, against all lawful claims and demands whatsoever; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or the second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that at this time there is no person, co-partnership or

corporation, other than the second party; interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

WITNESS the HAND and SEAL of the GRANTORS on this 15th day of Oct, 2015.

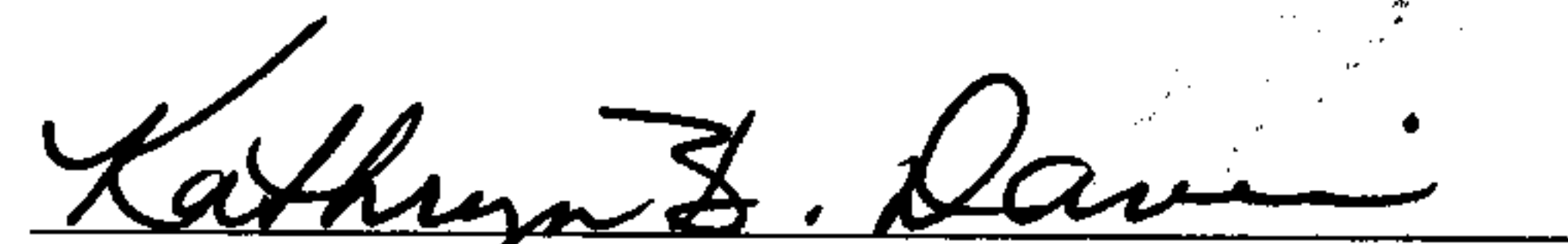

Hollie Anne Barrett a/k/a Hollie Livesay


David Allen Livesay, II

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Hollie Anne Barrett a/k/a Hollie Livesay, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she executed the same voluntarily on the day the same bears date.

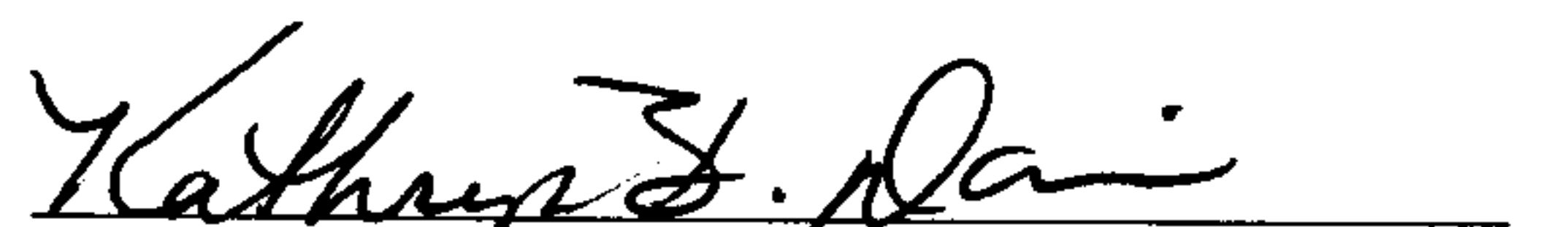
Given under my hand and official seal this 15th day of October 2015.


NOTARY PUBLIC
My Commission Expires: 2-7-2017

STATE OF ALABAMA)
COUNTY OF Shelby)

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

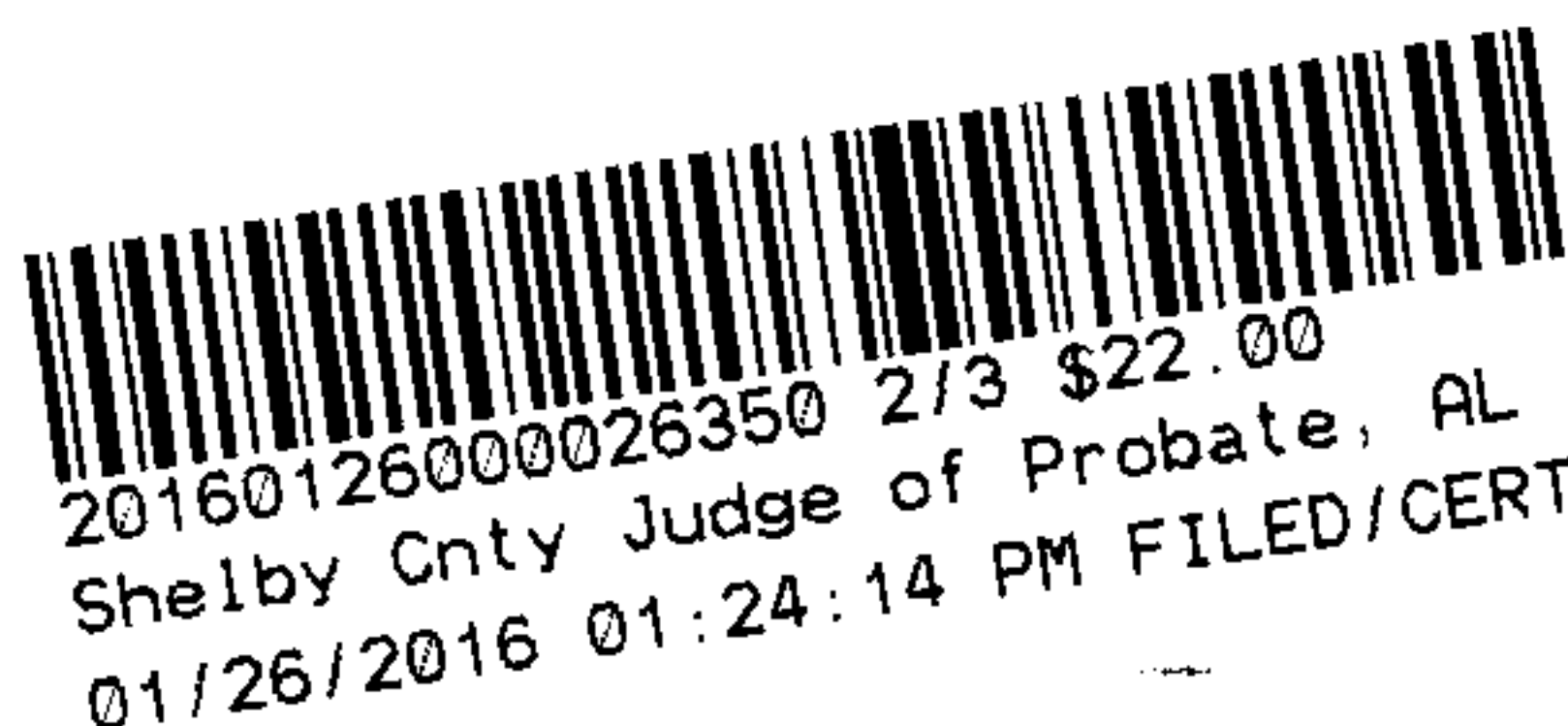
Given under my hand and official seal this 15th day of October 2015.


NOTARY PUBLIC
My Commission Expires: 2-7-2017

This instrument prepared by:
Jackson E. Duncan, III
SHAPIRO & INGLE, LLP
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216

Grantee's Address:
PHH Mortgage Corporation
1 Mortgage Way
Mount Laurel, New Jersey 08054

15-006584



Real Estate Sales Validation Form

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

Grantor's Name
Mailing Address

Hollie Anne Barrett aka Hollie
David A. Lindsay II
1465 Highway 97
Columbiana, AL 35051

Grantee's Name
Mailing Address

PHH Mortgage Corporation
1 Mortgage Hwy
Mount Laurel, N.J.
08054

Property Address

1465 Hwy 97
Columbiana, AL 35051

Date of Sale

Total Purchase Price \$

or

Actual Value

\$

or

Assessor's Market Value \$

152,467.00/AN



20160126000026350 3/3 \$22.00
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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

Print

Helen Ball

Unattested

Sign

Helen Ball

(verified by)

(Grantor/Grantee/Owner/Agent) circle one