

STATE OF ALABAMA)

SHELBY COUNTY)

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 Joseph P. Tompkins and Beth M. Tompkins, husband and wife, to National City Mortgage, a division of National City Bank dated the 20th day of December, 2006, recorded in Instrument Number 20070104000002830 in the Probate Office of Shelby County, Alabama; said mortgage transferred and assigned to National City Mortgage, a division of National City Bank, recorded in Instrument Number 20070427000195940, in the aforesaid probate office; and for other good and valuable consideration to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, **Joseph P. Tompkins and Beth M. Tompkins, husband and wife**, (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto **PNC Mortgage a division of PNC Bank, National Association successor by merger to National City Mortgage a division of National City Bank**, (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 1921, according to the Survey of Old Cahaba V First Addition, as recorded in Map Book 35, Page 120, 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.

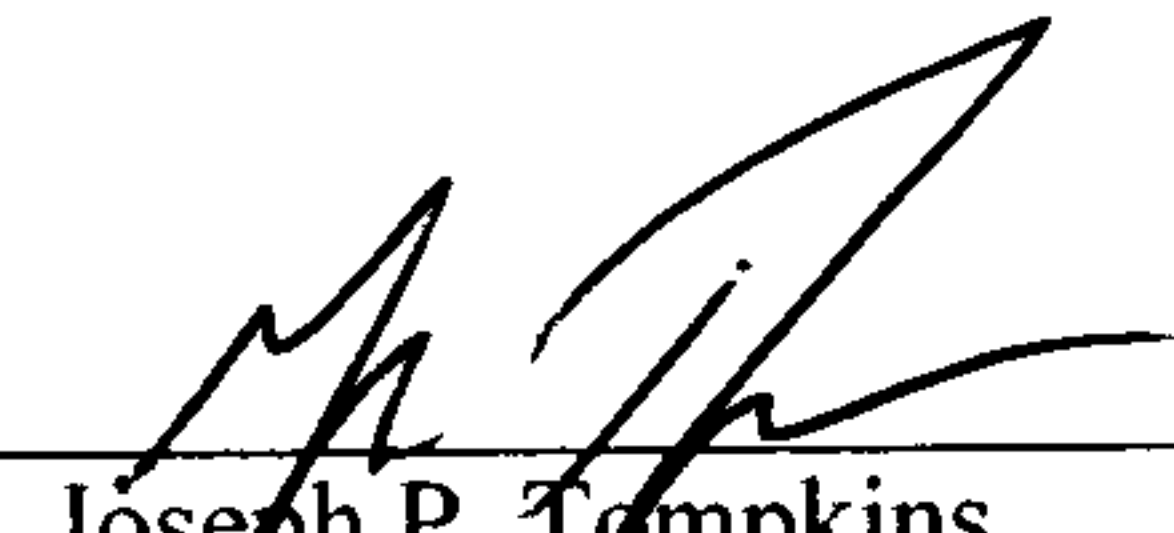
It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance 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.

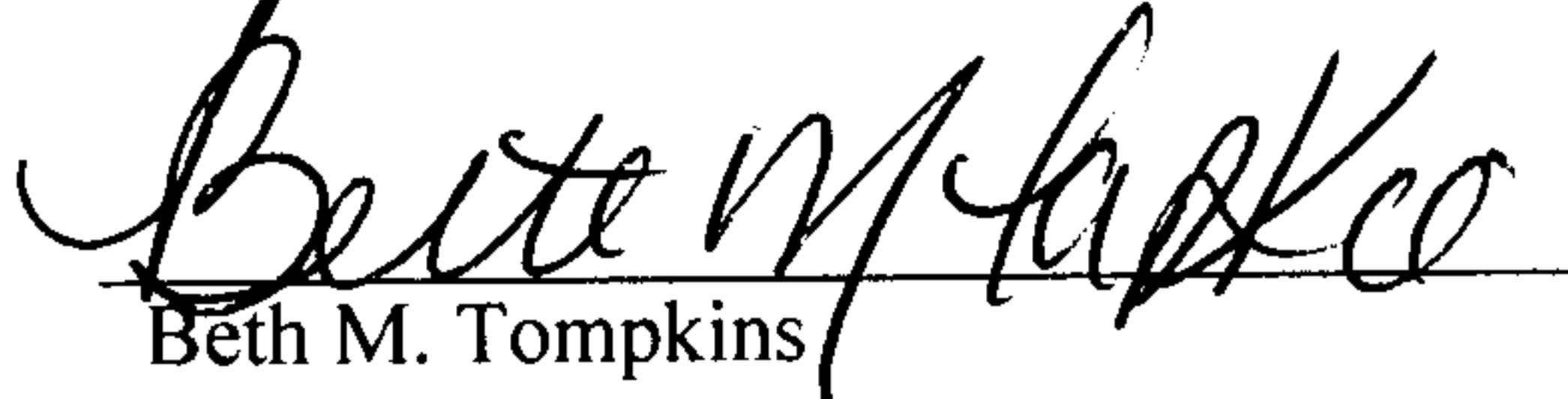
And the Grantors do assign and covenant with the said Grantee that they are lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that they have a good right to sell and convey the same as aforesaid; and that they will, and their successors 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.



IN WITNESS WHEREOF, the Grantors have hereunto set their signature this the 9 day of November, 2015.


Joseph P. Tompkins


Beth M. Tompkins

NOTARY ACKNOWLEDGEMENT

STATE OF MD)
Calvert COUNTY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph P. Tompkins and Beth M. Tompkins, husband wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 9th day of Nov, 2015.

ALBERTO L BORRERO VIDAL
Notary Public
Calvert County
Maryland
My Commission Expires Mar. 5, 2018


NOTARY PUBLIC

My Commission Expires: 03/5/2018


20160127000027550 2/3 \$22.00
Shelby Cnty Judge of Probate, AL
01/27/2016 11:49:11 AM FILED/CERT

This Instrument Prepared By:
Rebecca Redmond, Esq.
Sirote & Permutt, P C.
P.O. Box 55727
Birmingham, AL 35255-5727

DOCSBHM\2082318\1

Real Estate Sales Validation Form

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

Grantor's Name	Joseph P. Tompkins Beth M. Tompkins	Grantee's Name	PNC Mortgage c/o PNC Mortgage, a division of PNC Bank, National Assoc.
Mailing Address	<u>3232 Newmark Drive</u> <u>Miamisburg, OH 45342</u>	Mailing Address	<u>3232 Newmark Drive</u> <u>Miamisburg, OH 45342</u>
Property Address	<u>7114 Lake Shore Drive</u> <u>Rosehaven MD 20714</u>	Date of Sale	11/9/2015
		Total Purchase Price or Actual Value	\$215,000.00
		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 checked="" type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> Closing Statement	

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 1/25/2016

☐ Unattested
☐ (verified by)

Print Ellen Corbett, Foreclosure Specialist

Sign 
(Grantor/Grantee/Owner/Agent) circle one


20160127000027550 3/3 \$22.00
Shelby Cnty Judge of Probate, AL
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