

20160414000122720 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
04/14/2016 12:35:51 PM FILED/CERT

Send Tax Notice To:

STATE OF ALABAMA)
SHELBY COUNTY)

Federal National Mortgage Association
14221 Dallas Parkway, Ste. 1000
Dallas, TX 75254

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Cynthia Stewart, a single person to HomeServices Lending LLC Series A DBA Mortgage South, dated July 31, 2007, recorded August 20, 2007, in Instrument No. 20070820000392290; transferred and assigned to OneWest Bank, FSB, in Instrument No. 20110921000279390; transferred and assigned to OneWest Bank FSB, in Instrument No. 20111005000295320; transferred and assigned to OneWest Bank, FSB, in Instrument No. 20111129000359620; transferred and assigned to Ocwen Loan Servicing, LLC, in Instrument No. 20140401000092340; transferred and assigned to Federal National Mortgage Association, its successors or assigns, in Instrument No. 20150821000291690 in the aforesaid Probate Office; and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Cynthia Stewart, a single person (herein referred to as "Grantor(s)"), does hereby grant, bargain, sell and convey unto **FEDERAL NATIONAL MORTGAGE ASSOCIATION** (herein referred to as "Grantee"), all of her right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Lot 43, according to the Amended Map of Sugar Oaks, as recorded in Map Book
16, Page 126, in the Probate Office of Shelby County, Alabama.

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 Grantor does assign and covenant with the said Grantee that she is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that she has a good right to sell and convey the same as aforesaid; and that she will, and her 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 Grantor have hereunto set his signature this the 16th day of March, 2016.

Cynthia Stewart
Cynthia Stewart

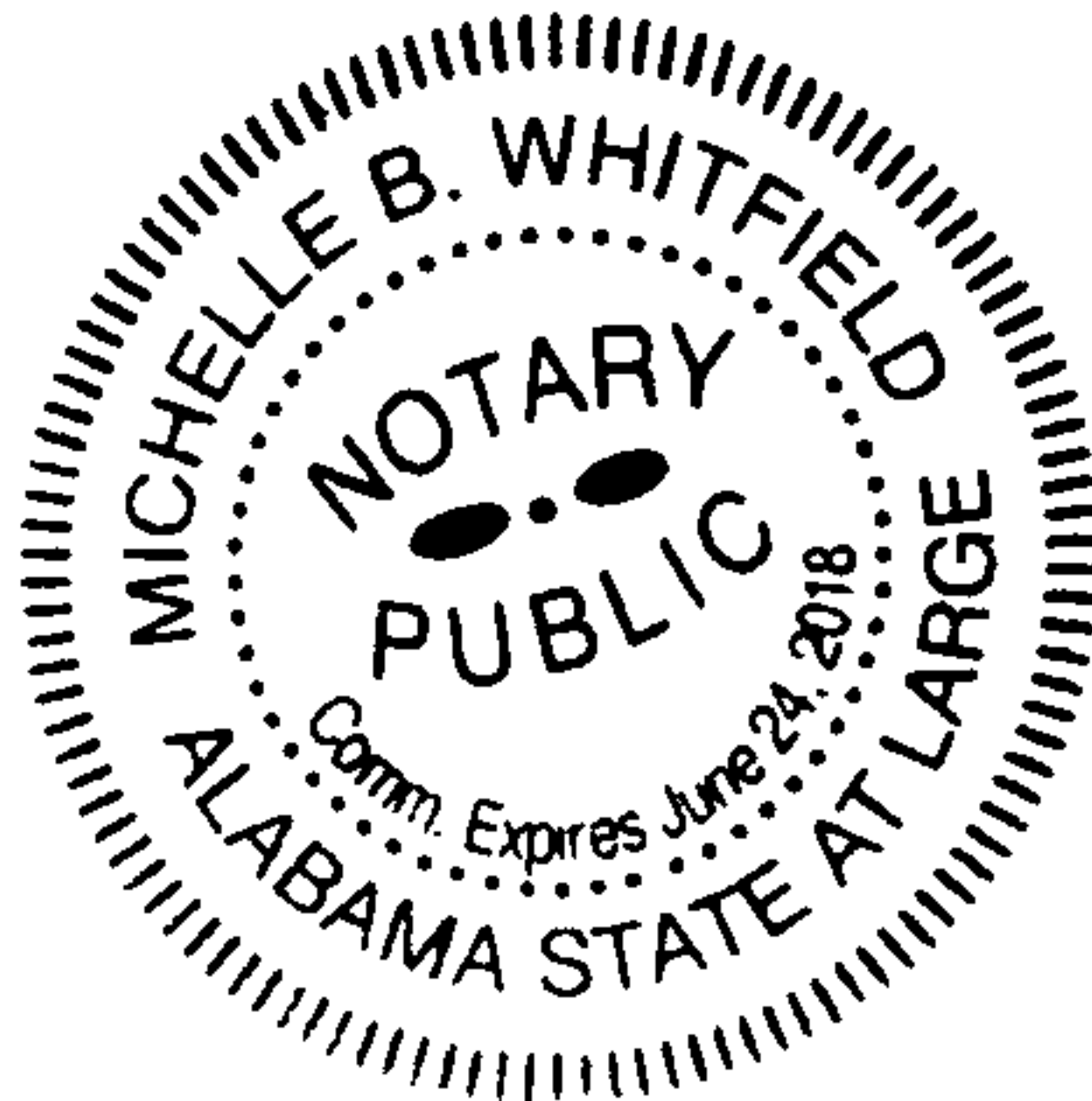
NOTARY ACKNOWLEDGEMENT

STATE OF Alabama)
Shelby COUNTY)


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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify Cynthia Stewart, 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 16th day of March, 2016.



Michelle B. Whitfield
NOTARY PUBLIC

My Commission Expires: June 24, 2018

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

Real Estate Sales Validation Form

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

Grantor's Name Cynthia Stewart
Mailing Address 121 Sugar Drive
Pelham, AL 35124

Grantee's Name FNMA
Mailing Address 14221 Dallas Pkwy, Ste. 1000
Dallas, TX 75254

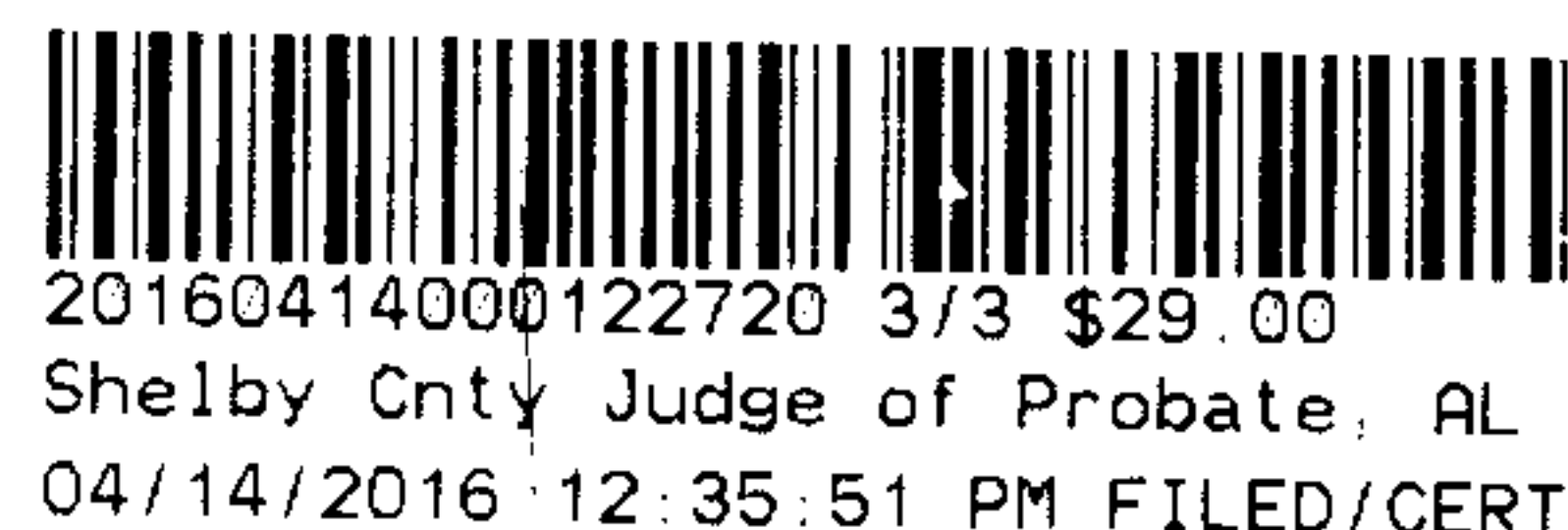
Property Address 121 Sugar Drive
Pelham, AL 35124

Date of Sale Deed in lieu of Foreclosure
Total Purchase Price \$ _____
or
Actual Value \$ _____
or
Assessor's Market Value \$ 122,000

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 Tax Assessor



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 4-13-16

Print Mite Miller

Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one