

20160718000250470
07/18/2016 03:39:04 PM
DEEDS 1/5

RECORD AND REQUESTED BY:

Vantage Point Title, Inc.
Attn: Default Services
25400 US 19 North, Suite 135
Clearwater, FL 33763
File No. D-AL297424

Amount Still Owing: \$122,526.30
Consideration Amount: \$ 0.00

This document prepared by:
Certified Document Solutions
c/o Attorney Bruce Clark
17345 Civic Drive, Unit 1961
Brookfield, WI 53045

Tax ID No.:
23 1 01 2 002 002.001

DEED IN LIEU OF FORECLOSURE

Source of Title: Deed Instrument 2001-06458

This deed is subject to the terms of an Estoppel Affidavit recorded concurrently, and Deed in Lieu of Foreclosure Agreement, both effective this 11th day of JULY, 2016.

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE made and entered into on this 11th day of JULY, 2016, by and between **RUBY JOHNSON AND DAVID JOHNSON, WIFE AND HUSBAND**, of 120 2nd Avenue, Habastar, AL 35007, hereinafter referred to as Grantors and **U.S. ROF III LEGAL TITLE TRUST 2015-1, BY U.S. BANK NATIONAL ASSOCIATION, AS LEGAL TITLE TRUSTEE**, located at c/o Fay Servicing, LLC, 440 S. LaSalle St. Suite 2000, Chicago, IL 60605, hereinafter referred to as Grantee.

Witnesseth, That consideration for this Deed is the release of liability owed by Grantor under the terms of the Promissory Note dated December 2, 2004 executed by Grantor in favor of Ameriquet Mortgage Company, and subsequently assigned to Grantee, to secure against the Property by Mortgage and to avoid foreclosure, and fees and costs associated with foreclosure. Grantor does hereby grant, bargain and sell, release and confirm unto the said Grantee, their heirs and assigns all that certain land more fully described on the attached Exhibit "A":

SEE ATTACHED EXHIBIT "A"

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.
GRANTORS hereby covenant with and represent unto the said Grantee and unto their successors or assigns,

that he/she/they is/are lawfully seized in fee of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that they has/have a good and lawful right to sell and convey the same as aforesaid and that he/she/they will forever warrant and defend the title to same unto the said Grantee and unto his/her/their successors or assigns, forever, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

Subject to that certain Mortgage/Deed of Trust from David Johnson and Ruby J. Johnson (borrower) dated 12/2/2004 and filed on 1/14/2005 as Instrument 20050114000024480, of the official property records of Shelby County, Alabama in the amount of \$100,000.00 and in favor of Ameriquist Mortgage Company (Lender). Said Mortgage/Deed of Trust was assigned to USROF III Legal Title Trust 2015-1, by U.S. Bank National Association, as Legal Title Trustee by Assignment recorded 07/31/2015 as Instrument 20150731000263490.

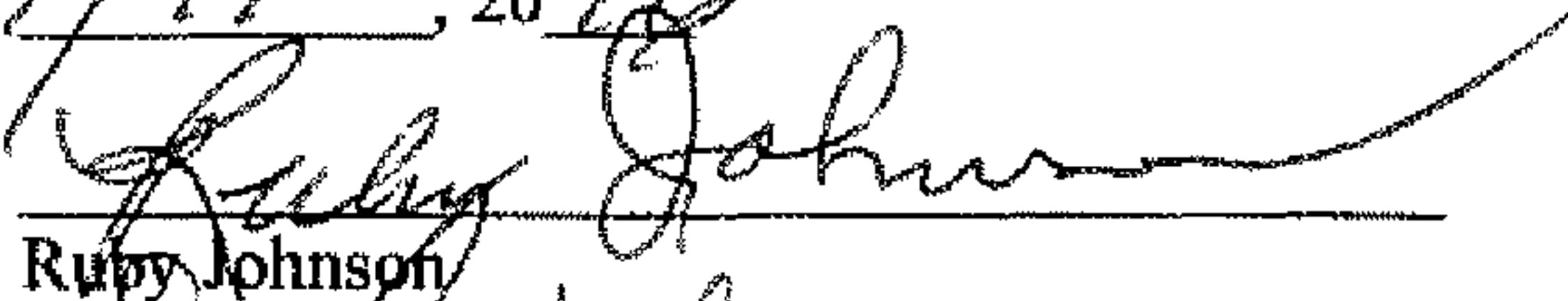
The parties to this agreement specifically intend that this conveyance shall not constitute a merger of the interest of Lender under the mortgage/deed of trust with the fee title conveyed to the lender. It is the intention of the parties that the property shall remain subject to the liens of the mortgage/deed of trust as well as any other security interests in other collateral that lender holds or may hold. The loan documents shall be and remain at all times valid and continuous liens on the property and other collateral subject only to lender's written and recorded releases as lender may, in its sole discretion, subsequently execute.

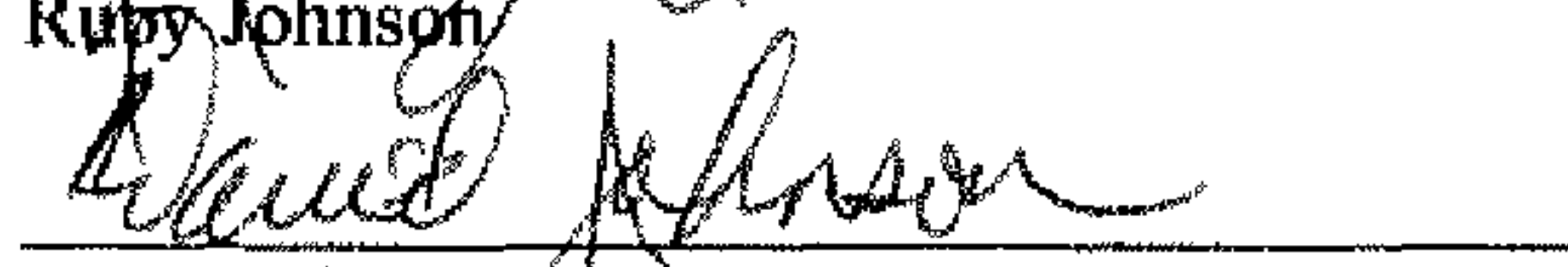
This deed is an absolute conveyance, the grantors having sold said land to the grantee for a fair and adequate consideration. Grantors declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between grantors and grantee with respect to said land.

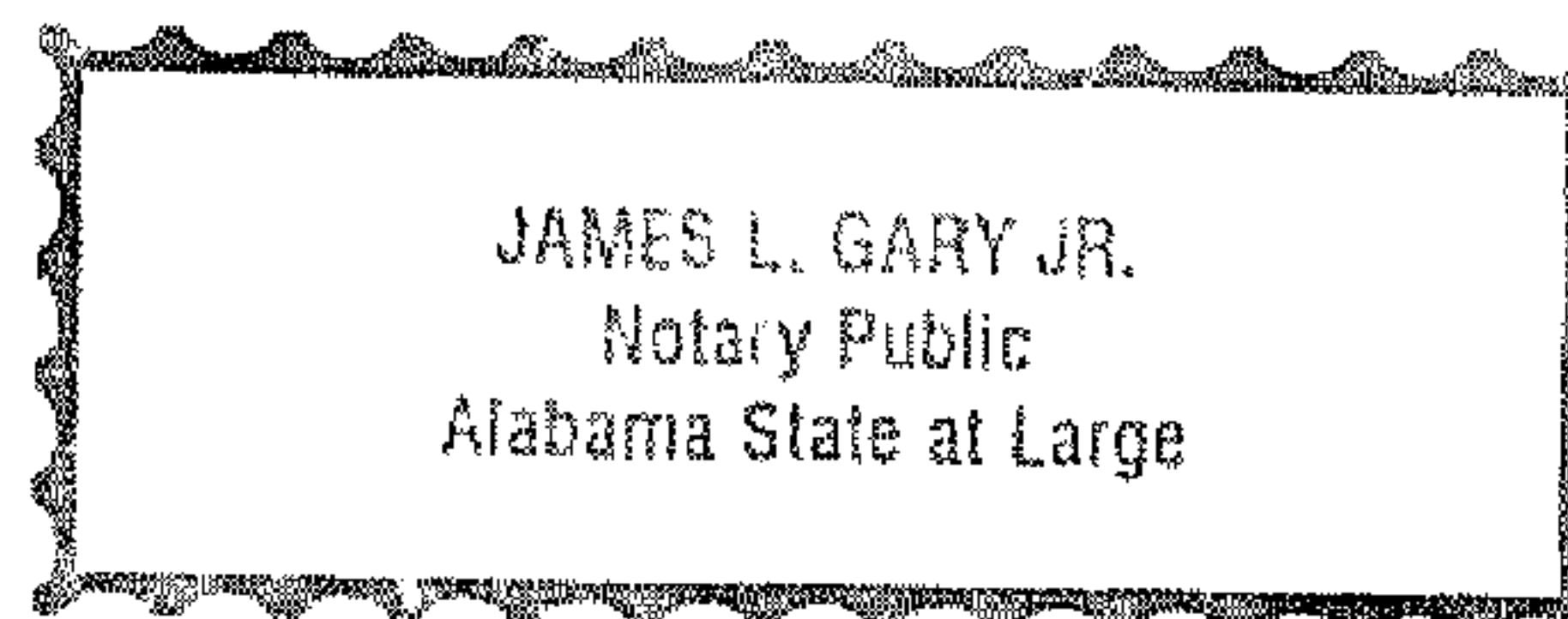
Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Assessor's Parcel No. 23 1 01 2 002 002.001

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this 11th day of JULY

7/11, 2016

Ruby Johnson



David Johnson



STATE OF ALABAMA
COUNTY OF STEELE

I, JAMES GARY JR., a Notary Public in and for said County in said State, hereby certify that Ruby Johnson and David Johnson whose name(s) 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 and official seal this 17th day of JULY, 20 16.


NOTARY PUBLIC

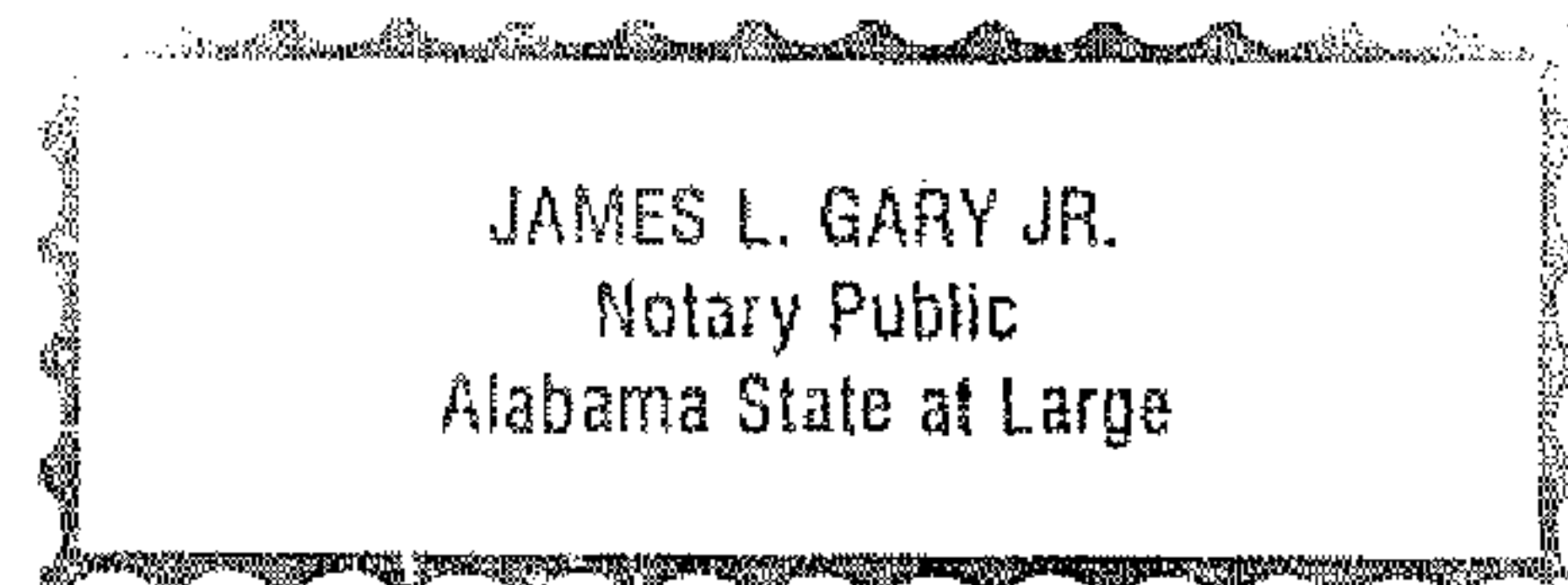
My commission expires: JULY 22, 2019
James L. Gary Jr.

Total Purchase Price or Fair 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)

- ☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement
☐ Appraisal
☐ Other

No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and /or their agents; no boundary survey was made at the time of this conveyance.



MY COMMISSION exp 7/22/19

Exhibit "A"

The following described real estate situated in the County of Shelby and State of Alabama, to wit:

A parcel of land lying in the NW 1/4 of NW 1/4; Section 1; Township 21 South; Range 3 West and more particularly described as follows:

Starting at the northeast corner of the said Northwest 1/4 of Northwest 1/4 of said Section 1, Township 21 South, Range 3 West, run westerly along the north boundary line of said Section 1 a distance of 50.00 feet to an iron marker. Thence turn an angle of 92 degrees 40 minutes to the left and run southerly along a line that is 50.0 feet west of, and parallel to, the east boundary line of said Northwest 1/4 of Northwest 1/4 a distance of 520.0 feet to the point of beginning. Thence continue along the same line a distance of 104.0 feet to an iron marker. Thence turn an angle of 92 degrees 40 minutes to the right and run westerly along a line that is 624.0 feet south of, and parallel to, the said north boundary line of said Section 1 a distance of 208.0 feet to an iron marker. Thence turn an angle of 87 degrees 20 minutes to the right and run northerly along a line that is 258.0 feet west of, and parallel to, the said east boundary line of said Northwest 1/4 of Northwest 1/4 a distance of 104.0 feet to an iron marker. Thence turn an angle of 92 degrees 40 minutes to the right and run easterly along a line that is 520.0 feet south of, and parallel to, the said north boundary line of said Section 1 a distance of 208.0 feet to the point of beginning.

Said parcel of land lies in the said Northwest 1/4, Northwest 1/4; Section 1, Township 21 South, Range 3 West.

Commonly known as: 120 2nd Avenue, Alabaster AL 35007
Tax ID: 23 1 01 2 002 002.001

Real Estate Sales Validation Form

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

Grantor's Name Ruby Johnson and
Mailing Address David Johnson
120 2nd Avenue
Alabaster, AL 35007

Grantee's Name US ROF III Legal Title Trust 2015-1
Mailing Address c/o Fay Servicing
440 S LaSalle Street, Suite 2000
Chicago, IL 60605

Property Address 120 2nd Avenue
Alabaster, AL 35007

Date of Sale 7/11/16
Total Purchase Price \$

or
Actual Value \$

or
Assessor's Market Value \$ 74,370.00

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03:39:04 PM DEEDS 5/5

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

☐ Appraisal

☐ Sales Contract

☒ Other Deed in Lieu of Foreclosure

☐ 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.

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 7/11/2016

Print Ruby Johnson

Sign Ruby Johnson

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/18/2016 03:39:04 PM
\$29.00 CHERRY
20160718000250470

Print Form

Form RT-1