

20160921000343780  
09/21/2016 08:10:34 AM  
DEEDS 1/12

Commitment Number: 08-01326891

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

Mail Tax Statements To:

**Bayview Loan Servicing, LLC**

4425 Ponce de Leon Blvd., 3rd Floor Coral Gables, FL 33146.

After Recording Mail/Return To:

Timios, Inc.

601 S. Glenoaks Blvd Ste 306

Burbank, CA 91502

Recording Dept.

R# 1350965

## DEED IN LIEU OF FORECLOSURE

KNOWN ALL MEN BY THESE PRESENTS THAT THIS DEED IS EXECUTED ON Sept. 9<sup>th</sup>, 2016, that **ANTHONY TAYLOR** and **TARA TAYLOR**, a married couple, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Bayview Loan Servicing, LLC**, whose tax mailing address is **4425 Ponce de Leon Blvd., 3rd Floor Coral Gables, FL 33146**, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Shelby County, Alabama**, described as follows:

**THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 30, ACCORDING TO THE SURVEY OF WILLOW POINT, PHASE I AS RECORDED IN MAP BOOK 21, PAGE 101 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY,**

Property Address: 229 WILLOW POINT CIR, ALABASTER, AL 35007-9032

Loan Number: 344334

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**ALABAMA. PARCEL ID: 13-7-26-4-002-017-000 BEING THE SAME PROPERTY CONVEYED TO ANTHONY TAYLOR AND TARA TAYLOR BY DEED FROM MELISSA L. WHEELER, AN UNMARRIED PERSON RECORDED 08/17/2006 IN INSTRUMENT 20060817000404690, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.**

**SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT**

**COMMONLY known as: 229 WILLOW POINT CIR, ALABASTER, AL 35007-9032**  
**Assessor's Parcel Number: 13-7-26-4-002-017-000**

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

Transfer of Property. Transferor hereby agrees to transfer and Transferee hereby agrees to accept title to the Property subject to the terms and conditions set forth in this Agreement.

Acknowledgment of Default. Transferor acknowledges that it is in default of its obligations under the Loan and the Note, and that the entire unpaid principal balance thereof, together with interest thereupon, is immediately due and payable to Assignee without offset, defense, or counterclaim.

Consideration. Transferor acknowledges and agrees that the release of personal liability and forgiveness of payment of the entire unpaid principal balance thereof, together with interest thereupon, in connection with the underlying Loan and Note is adequate consideration for the transfer of the Property to Transferee and that the transfer of the Property to Transferee is voluntary and free of coercion and duress. This obligation is secured by the following mortgage or deed of trust:

**Mortgage FROM ANTHONY TAYLOR AND TARA TAYLOR, HUSBAND AND WIFE AS JOINT TENANTS TO MERS INC., SOLELY FOR LEXIM MORTGAGE, LLC, DATED 08/11/2006, RECORDED 08/17/2006, IN BOOK, PAGE 2006081700040470, IN THE AMOUNT OF \$115,805.00.**  
**OPEN END MORTGAGE: NO**

Property Address: 229 WILLOW POINT CIR, ALABASTER, AL 35007-9032

Loan Number: 344334



**CONDO RIDER: NONE FOUND / PUD RIDER: NONE FOUND**

**[A] MORTGAGE ASSIGNED FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. TO TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION IN DOCUMENT 20080807000317650, DATED 07/29/2008 AND RECORDED 08/07/2008.**

**[B] MORTGAGE ASSIGNED FROM MERS INC., SOLELY FOR LEXIM MORTGAGE, LLC TO BAYVIEW LOAN SERVICING, LLC A DELAWARE LIMITED LIABILITY COMPANY IN DOCUMENT 20110707000195890, DATED 05/19/2011 AND RECORDED 07/07/2011.**

Closing of Transaction. Concurrently with the execution of this Agreement:

(a) Transferor shall deliver to Transferee:

(i) an executed and acknowledged Deed in Lieu of Foreclosure (the "Deed"), in form and substance satisfactory to Transferee, conveying fee simple title to the Property, subject only to such exceptions to title as may be approved by Transferee prior to the execution of this Agreement;

(ii) an executed Estoppel Affidavit in form and substance satisfactory to Transferee and Timios, Inc. ("Title Company");

(iii) all keys and pass cards, and combinations to all combination locks relating to the Property; and

(iv) copies of all service contracts, maintenance contracts, management contracts, listing agreements, commission agreements, equipment leases, warranty agreements, and other agreements pursuant to which third parties are obligated to provide goods or services, or to bear expenses or liabilities relating to the Property, including, without limitation, amendments and supplements thereto and in the possession of Transferor;

(b) Any and all transfer or other taxes incurred in connection with the closing of the transaction contemplated in this Section shall be the responsibility of Transferor. In addition, there shall be no perorations made at the close of escrow, the parties agreeing that Transferor shall be responsible for any and all property taxes and other costs and expenses owing at the closing of the transaction contemplated hereby.

Representations and Warranties.

(a) Transferor hereby makes the following representations and warranties to Transferee, which representations and warranties shall survive the execution, delivery, and recordation of the Deed and the consummation of the transactions contemplated hereby:

(i) To the best of Transferor's knowledge, no filing or petition under the federal bankruptcy law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors, has been filed with regard to Transferor.

(ii) Transferor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended.

(iii) The agreed to value of the Property is an accurate reflection of the fair market value of the Property.

(iv) To the best of Transferor's knowledge, there are no other claims and/or litigation affecting the Property.

Property Address: 229 WILLOW POINT CIR, ALABASTER, AL 35007-9032

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(b) This Agreement and all other documents delivered in connection herewith by Transferor (i) have been duly authorized, executed, and delivered by Transferor; (ii) are binding obligations of Transferor; and (iii) neither violate the provisions of any agreement to which Transferor is a party.

(c) Transferor represents, warrants, covenants, and agrees as follows:

(i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;

(ii) it is the intention of Transferor as grantor in the Deed to convey, and by the Deed, Transferor has conveyed to Transferee therein, all of Transferor's right, title, and interest absolutely in and to the Property;

(iii) Possession of the Property is intended to and will be surrendered to Transferee concurrent with the conveyance of title to Transferee;

(iv) Transferor shall have no right, title, lien, or claim, now or hereafter, on or against the Property or Transferee, all other rights, titles, liens, and claims of Transferor, by agreement, at law, or in equity being hereby expressly waived; and to the extent that any court shall seek to find any right, title, lien, or claim in favor of Transferor, Transferor agrees that such right, title, lien, or claim shall be limited to a right to damages and not to any lien or claim on the Property;

Disclaimer of Partnership. Nothing contained in this Agreement or any of the documents executed in connection herewith shall serve to create a partnership or any other fiduciary relationship between Transferor and Transferee or between Transferor and Assignee, and Transferor and Transferee do hereby disclaim that any partnership or other fiduciary relationship exists between them.

No Merger. Transferor agrees and acknowledges that its entry into this Agreement, the Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Transferee's interest under the Deed. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

Indemnification. Transferor, joint and severally, shall indemnify and defend Transferee against, and hold Transferee harmless of and from, any and all losses, liability, claims, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and court costs) that Transferee may suffer or incur, or to which Transferee may be subjected, by reason of, arising out of, or in connection with the falsity or misleading nature of any of the representations or warranties made by Transferor pursuant to this Agreement. Upon demand by Transferee, Transferor shall defend any action or proceeding brought against Transferee in connection with any of the foregoing, or Transferee may elect to conduct its own defense at the expense of Transferor. In any event, Transferor promptly shall reimburse Transferee in full for all costs reasonably incurred by Transferee in investigating, preparing, or defending any action or proceeding, commenced or threatened, in connection with any of the foregoing matters, or incurred in settlement of any such action or proceeding (whether commenced or threatened). This section shall survive the execution of this Agreement and the consummation of the transactions contemplated hereby.

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Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by this Agreement, and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns.

Litigation Costs. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

Integration. This Agreement and the other agreements and documents referred to herein set forth the entire agreement and understanding of the parties. The only consideration for the execution of this Agreement is the consideration expressly recited herein. No other promise or agreement of any kind or nature has been made to or with the parties by any person or entity whatsoever to cause them to sign this Agreement.

Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

Third-Party Beneficiary. Transferor and Transferee acknowledge and agree that Assignee is an intended third-party beneficiary under this Agreement and the documents being executed pursuant hereto.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any and all such further conveyances, assignments, confirmations, satisfactions, powers of attorney, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be necessary, expedient, or proper, in order to complete any and all conveyances, transfers, sales, and assignments contemplated by

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Loan Number: 344334

this Deed, and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as so requested in order to carry out the intent and purpose of this Deed.


**Litigation Costs.** If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the Prevailing Party (as hereinafter defined) in such action shall be entitled to recover its attorneys' fees and costs and expenses incurred in connection with the prosecution or defense of such action, including any appeal thereof, in addition to all other relief. "Prevailing Party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other party for sums allegedly due or performance of covenants allegedly breached and obtains substantially the relief sought by it in the action.

## **RIGHT TO FORECLOSE**

**TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.**

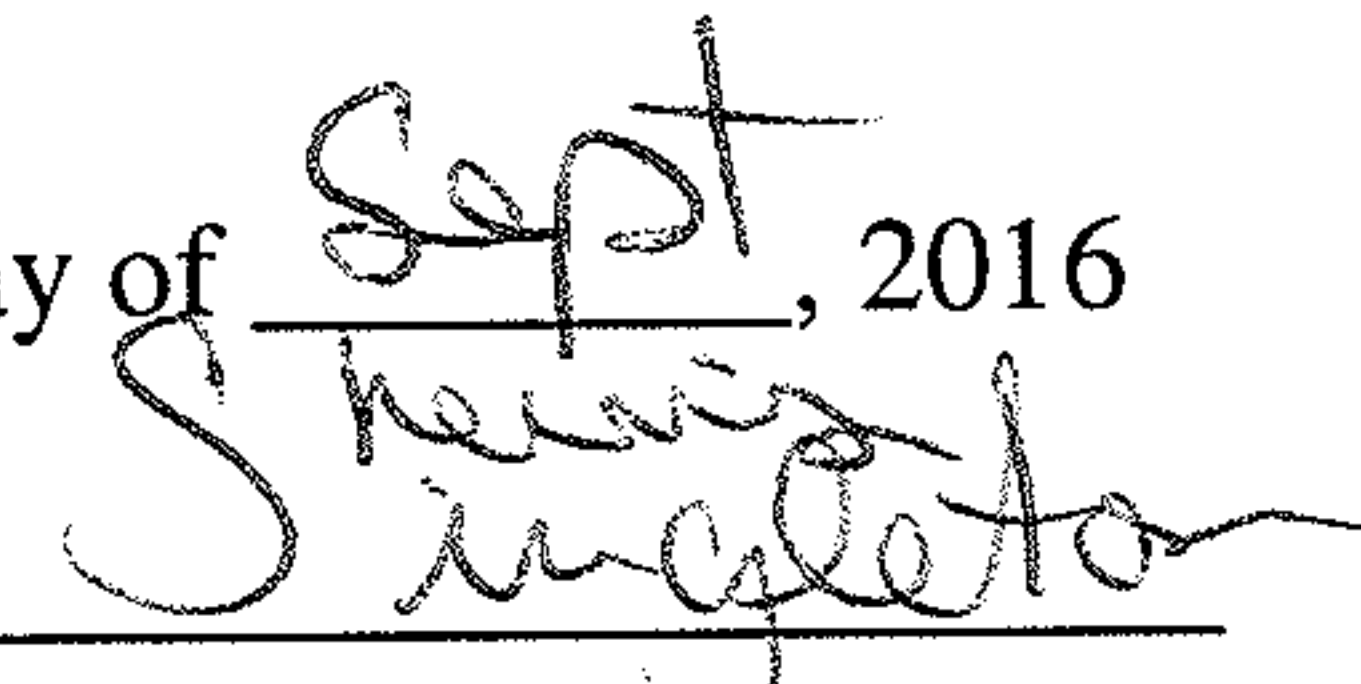
WITNESS the hand of said Grantor this 9th day of Sept, 2016.

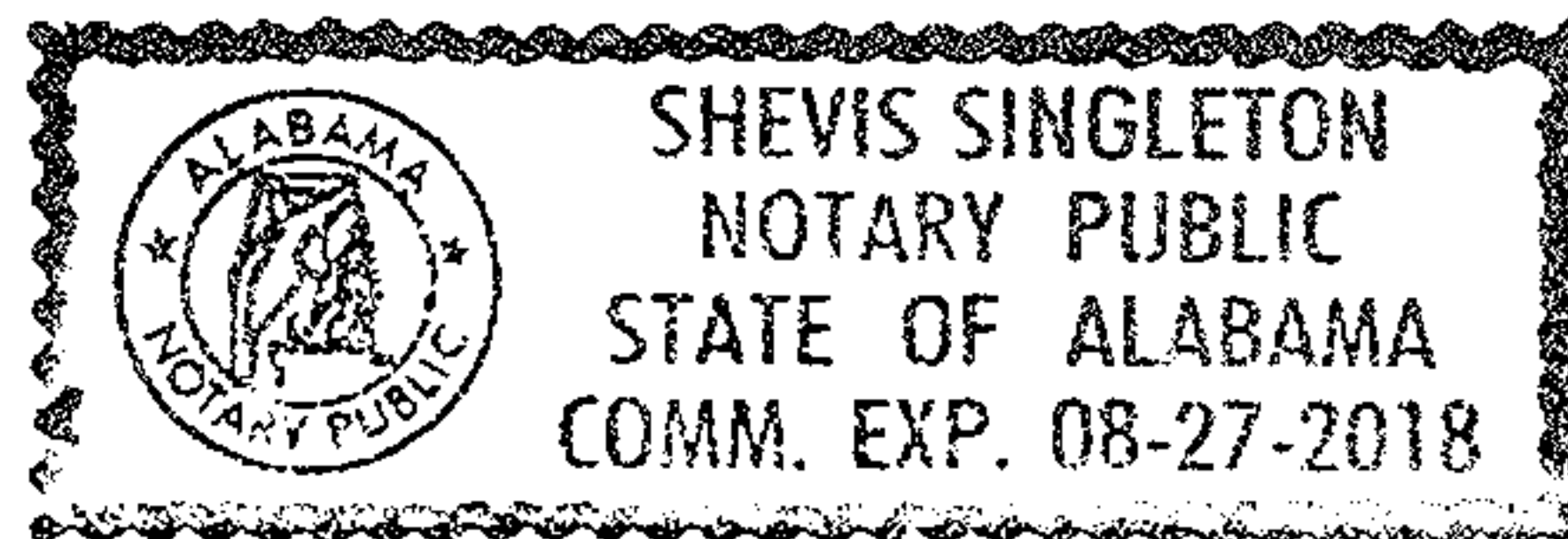
  
ANTHONY TAYLOR

  
TARA TAYLOR

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **ANTHONY TAYLOR** and **TARA TAYLOR** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 an official seal this 9th day of Sept, 2016  
  
Notary Public



Property Address: 229 WILLOW POINT CIR, ALABASTER, AL 35007-9032

Loan Number: 344334



EXHIBIT "B"  
ESTOPPEL AFFIDAVIT

STATE OF ALABAMA  
COUNTY OF SHELBY

ANTHONY TAYLOR and TARA TAYLOR, being first duly sworn, depose and say: that he/she/they is/are the identical party or parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to Bayview Loan Servicing, LLC, dated the 9<sup>th</sup> day of Sept., 2016, conveying the following described property, to-wit:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 30, ACCORDING TO THE SURVEY OF WILLOW POINT, PHASE I AS RECORDED IN MAP BOOK 21, PAGE 101 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA. PARCEL ID: 13-7-26-4-002-017-000 BEING THE SAME PROPERTY CONVEYED TO ANTHONY TAYLOR AND TARA TAYLOR BY DEED FROM MELISSA L. WHEELER, AN UNMARRIED PERSON RECORDED 08/17/2006 IN INSTRUMENT 20060817000404690, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Bayview Loan Servicing, LLC, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to Bayview Loan Servicing, LLC, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Bayview Loan Servicing, LLC;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

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That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **Bayview Loan Servicing, LLC**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of \$1.00 by **Bayview Loan Servicing, LLC**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein as described as follows:

**Mortgage FROM ANTHONY TAYLOR AND TARA TAYLOR, HUSBAND AND WIFE AS JOINT TENANTS TO MERS INC., SOLELY FOR LEXIM MORTGAGE, LLC, DATED 08/11/2006, RECORDED 08/17/2006, IN BOOK, PAGE 2006081700040470, IN THE AMOUNT OF \$115,805.00.**

**OPEN END MORTGAGE: NO**

**CONDO RIDER: NONE FOUND / PUD RIDER: NONE FOUND**

**[A] MORTGAGE ASSIGNED FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. TO TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION IN DOCUMENT 20080807000317650, DATED 07/29/2008 AND RECORDED 08/07/2008.**

**[B] MORTGAGE ASSIGNED FROM MERS INC., SOLELY FOR LEXIM MORTGAGE, LLC TO BAYVIEW LOAN SERVICING, LLC A DELAWARE LIMITED LIABILITY COMPANY IN DOCUMENT 20110707000195890, DATED 05/19/2011 AND RECORDED 07/07/2011.**

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **Bayview Loan Servicing, LLC**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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.


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WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

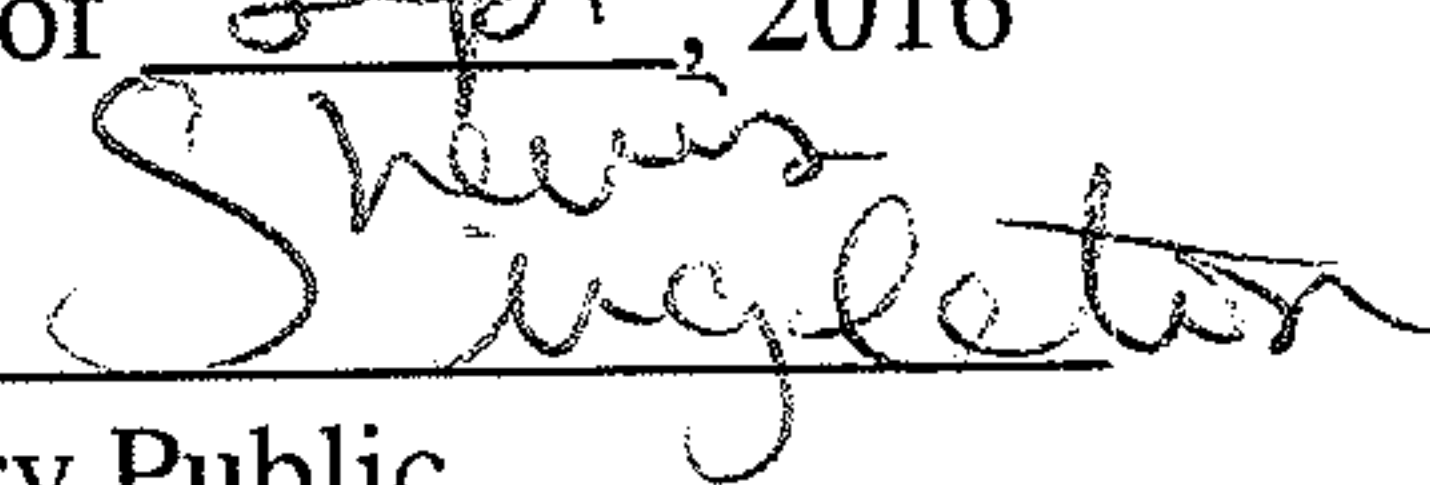
Dated: 9-9-2016

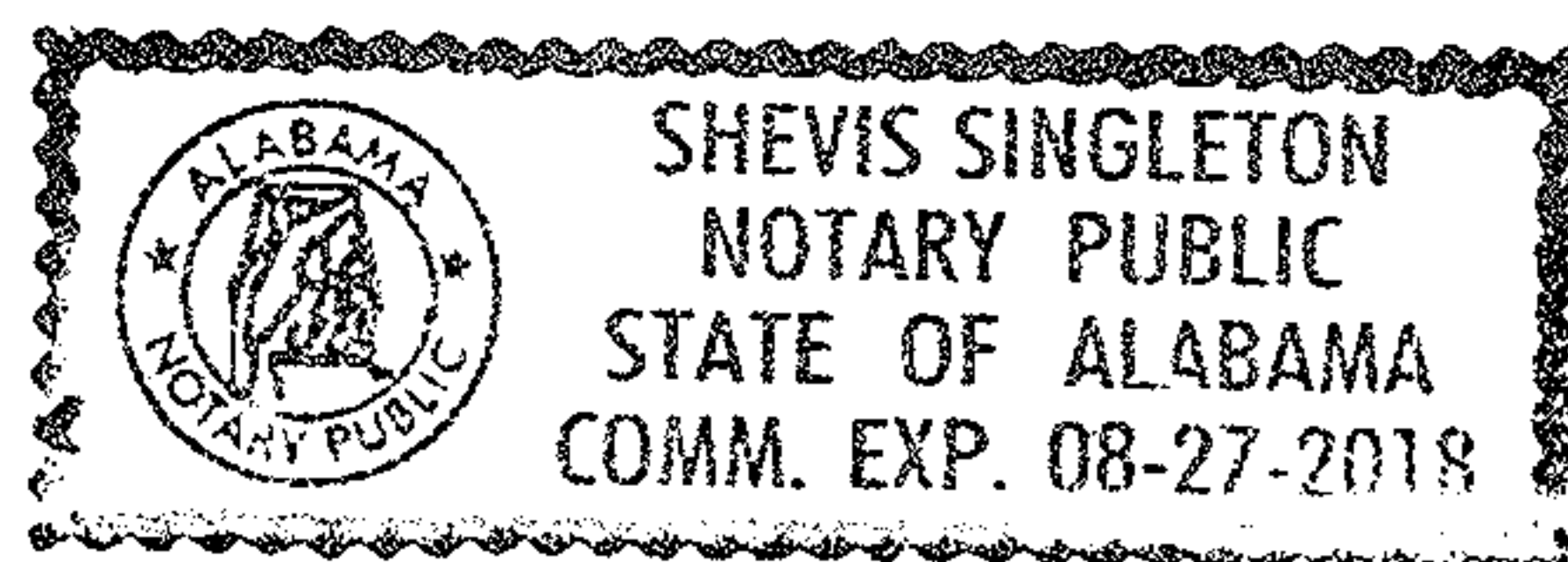
  
ANTHONY TAYLOR

  
TARA TAYLOR

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **ANTHONY TAYLOR** and **TARA TAYLOR** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 an official seal this 9<sup>th</sup> day of Sept, 2016  
  
Notary Public



Property Address: 229 WILLOW POINT CIR, ALABASTER, AL 35007-9032

Loan Number: 344334



State of ALABAMA }  
County of SHELBY }

**ANTHONY TAYLOR and TARA TAYLOR**, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

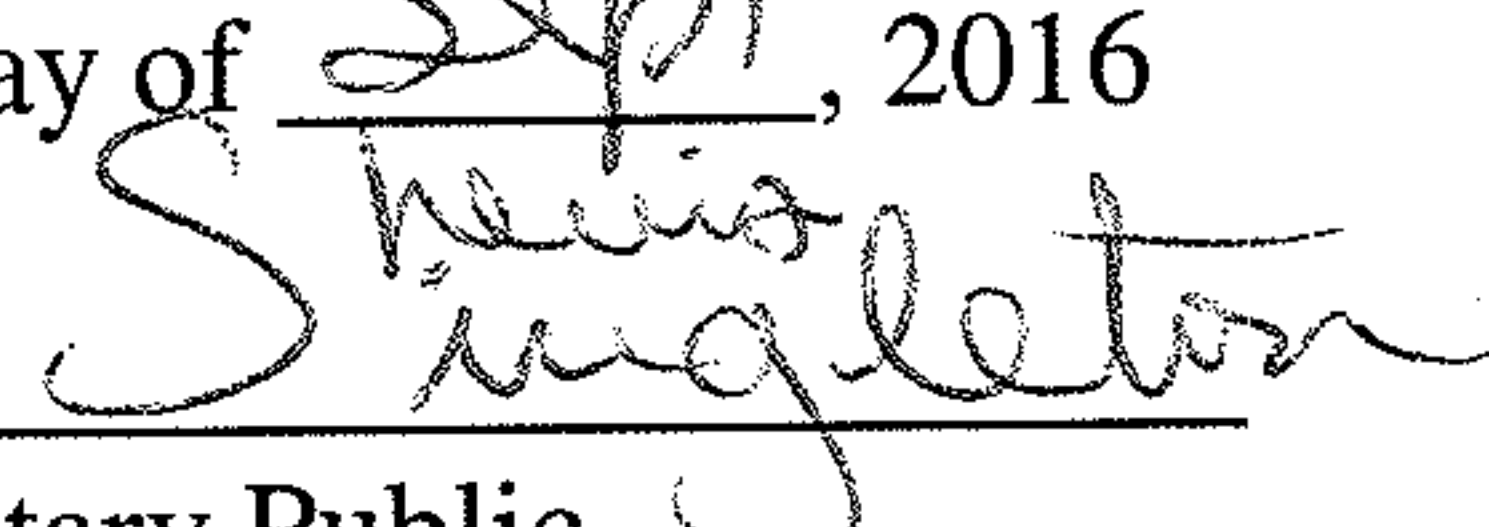
That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

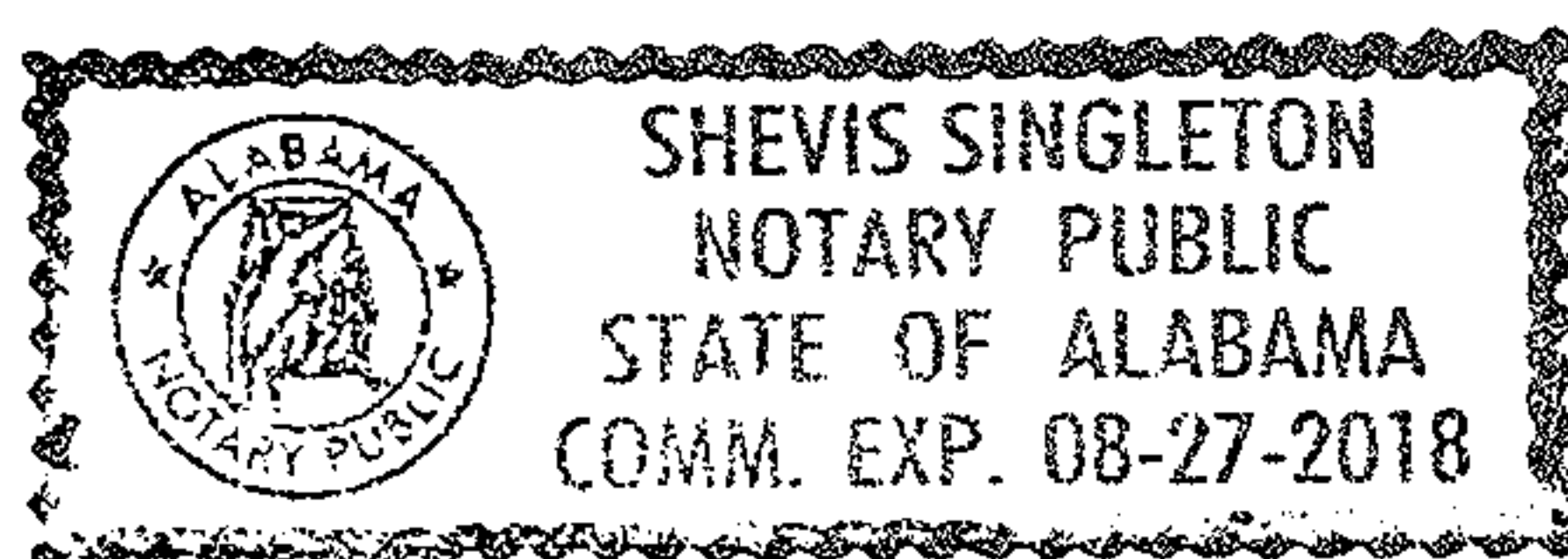
  
**ANTHONY TAYLOR**

  
**TARA TAYLOR**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **ANTHONY TAYLOR** and **TARA TAYLOR** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 an official seal this 9<sup>th</sup> day of Sept, 2016  
  
Notary Public



Property Address: 229 WILLOW POINT CIR, ALABASTER, AL 35007-9032

Loan Number: 344334

# Real Estate Sales Validation Form

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

Grantor's Name Anthony Taylor and Tara Taylor  
Mailing Address 229 Willow Point Cir.  
Alabaster, AL 35007

Grantee's Name Bayview Loan Servicing LLC  
Mailing Address 4425 Ponce De Leon Blvd.  
Coral Gables, FL 33146

Property Address 229 Willow Point Cir.  
Alabaster, AL 35007

Date of Sale 09/09/2016

Total Purchase Price \$ 0

or

Actual Value \$

or

Assessor's Market Value \$

**20160921000343780 09/21/2016 08:10:34 AM**  
**DEEDS 12/12**

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 9/20/16



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
09/21/2016 08:10:34 AM  
\$49.00 CHERRY  
20160921000343780

Print

Roselyn Pauley

[Signature]  
Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1