

20160930000358970 1/4 \$30.00
Shelby Cnty Judge of Probate, AL
09/30/2016 01:24:07 PM FILED/CERT

Send Tax Notice To:

STATE OF ALABAMA)

Federal Home Loan Mortgage Corporation

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 and Mortgage executed Kevin M. Henderson and Kathleen Henderson, husband and wife to HSBC Mortgage Corporation (USA), dated August 27, 2004, recorded September 15, 2004, in Instrument No. 20040915000513660; transferred and assigned to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for HSBC Bank USA, N.A., in Instrument No. 20110801000222330; transferred and assigned to HSBC Bank USA, N.A., in Instrument No. 20140718000219430 in the aforementioned Probate Office; transferred and assigned to Federal Home Loan Mortgage Corporation in Inst. No. 20160809000282340 in the aforementioned Probate Office; and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Kevin M. Henderson, a married man and Kathleen Henderson, a single woman (herein referred to as "Grantor(s)"), do hereby grant, bargain, sell and convey unto **FEDERAL HOME LOAN MORTGAGE CORPORATION** (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 3, in Block 4, according to the Survey of Amended Map of Plantation South, First Sector, as recorded in Map Book 7, Page 173, in the Probate Office of Shelby County, Alabama.

The above referenced property does not constitute the homestead of Kevin M. Henderson or his spouse.

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 Grantor, 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 his signature this the 21 day of JUNE, 2016.



20160930000358970 2/4 \$30.00
Shelby Cnty Judge of Probate, AL
09/30/2016 01:24:07 PM FILED/CERT

Kevin M. Henderson

NOTARY ACKNOWLEDGEMENT

STATE OF VA)
albemarle COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify Kevin M. Henderson 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, he executed the same voluntarily on the day the same bears date.

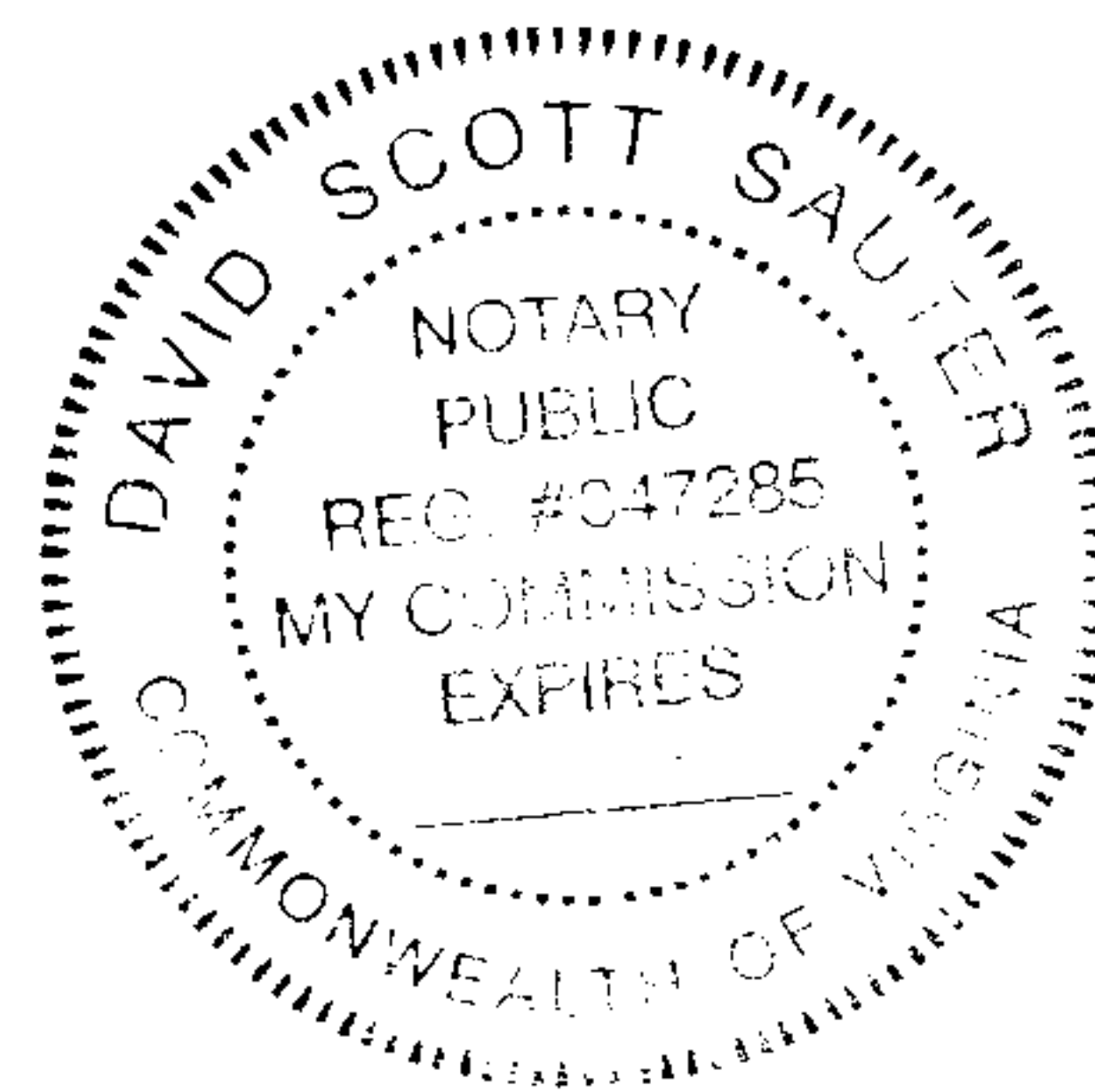
Given under my hand and official seal on this the 21 day of June, 2016.

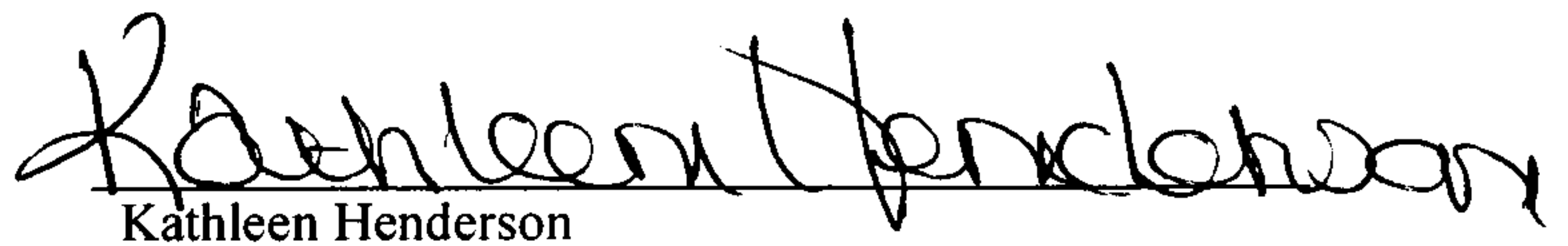
NOTARY PUBLIC

My Commission Expires:

4/30/2020


#347285




Kathleen Henderson

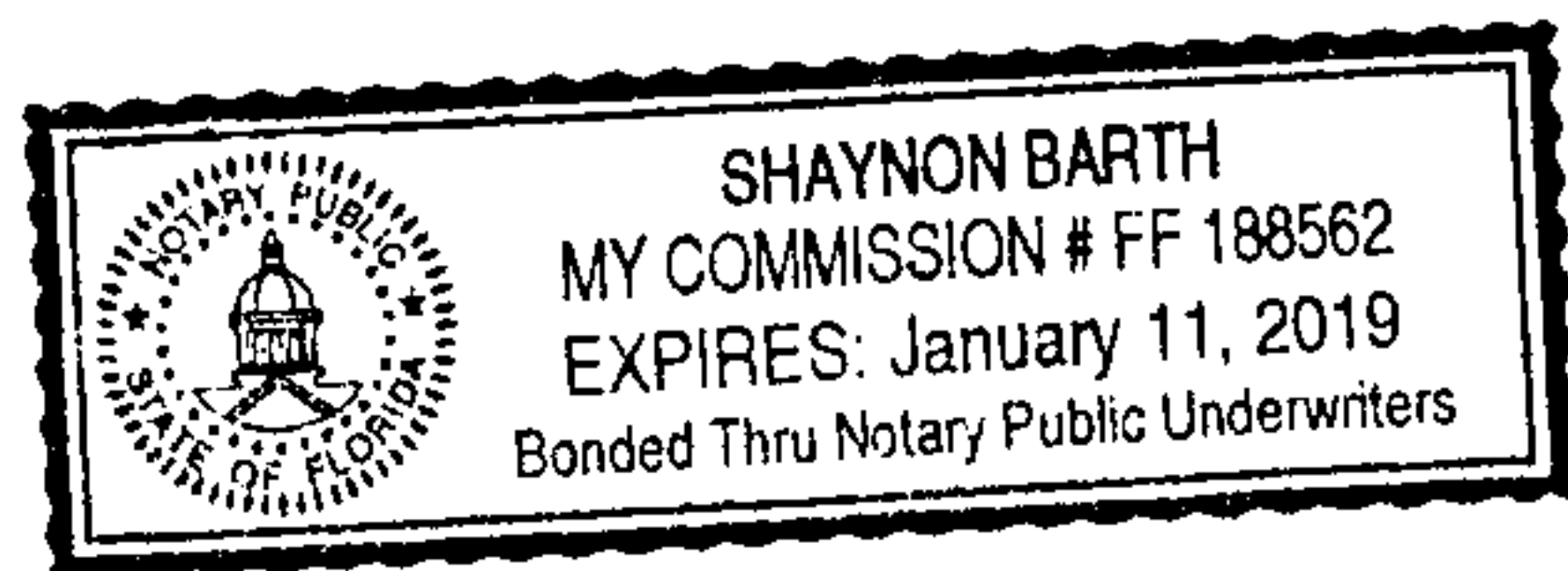
NOTARY ACKNOWLEDGEMENT

STATE OF Florida)
Bay COUNTY)


20160930000358970 3/4 \$30.00
Shelby Cnty Judge of Probate, AL
09/30/2016 01:24:07 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify Kathleen Henderson, 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 17 day of June, 2016.




NOTARY PUBLIC

My Commission Expires: 01-11-2019

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 Kevin Henderson, Kathleen Henderson
Mailing Address 1915 Foster Ave.
Panama City, FL 32405

Grantee's Name FHMC
Mailing Address 13455 Noel Road, Ste. 660
Dallas, TX 75240

Property Address 4348 Morningside Drive
Helena, AL 35080

Date of Sale June 21, 2016

Total Purchase Price \$

or

Actual Value \$

or

Assessor's Market Value \$123,600.00



20160930000358970 4/4 \$30.00
Shelby Cnty Judge of Probate, AL
09/30/2016 01:24:07 PM FILED/CERT

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 9-28-16

Print Mike Miller

Sign

[Signature]

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1