



20170330000106200 1/5 \$28.00
Shelby Cnty Judge of Probate, AL
03/30/2017 10:03:57 AM FILED/CERT

PREPARED BY: KEITH EADY
RCO Legal, P.C.
2970 Clairmont Road NE, Suite 780
Atlanta, Georgia 30329
(770) 234-9181

Return To:
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2970 Clairmont Road NE, Suite 780
Atlanta, Georgia 30329
(770) 234-9181

**CROSS REFERENCE: INSTRUMENT
NO. 20080513000195550 SHELBY
COUNTY, AL RECORDS**

Grantor: DEBRA NELSON CUMMINGS –
Executrix of the Estate of Nancy H. Eubanks and
Trustee of the Nancy H. Eubanks Living Trust dated October 5, 2007
348 CHESSER LOOP CIRCLE
CHELSEA, AL 35043
PHONE: [REDACTED]

Grantee: FEDERAL NATIONAL MORTGAGE ASSOCIATION
14221 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: 888-317-3094

WARRANTY DEED IN LIEU OF FORECLOSURE

STATE OF Alabama
COUNTY OF Shelby

THIS INDENTURE, this 9th day of February, 2017 between **DEBRA NELSON CUMMINGS**, as Executrix of the Estate of Nancy H. Eubanks and as Trustee of the Nancy H. Eubanks Living Trust dated October 5, 2007, as party of the first part, hereinafter called Grantor, and **FEDERAL NATIONAL MORTGAGE ASSOCIATION**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

SEE EXHIBIT "A" ATTACHED HERETO

The purpose of this conveyance is in lieu of foreclosure of that certain Mortgage dated May 8, 2008, in the amount of \$170,100.00, from NANCY H. EUBANKS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR SUPERIOR BANK, ITS SUCCESSORS AND ASSIGNS, recorded May 13, 2008 in Instrument No. 20080513000195550, Shelby County, Alabama Probate Court, said Mortgage, as last transferred by assignment to Federal National Mortgage Association, recorded November 26, 2013 in Instrument No. 20131126000462620, Shelby County, Alabama Probate Court.

It is the intent and express desire of the parties hereto that all of the loan documents pertaining to the indebtedness secured by the Mortgage shall remain in full force and effect after the execution and delivery of this Warranty Deed in Lieu of Foreclosure, and that there shall be no merger of the fee interest obtained by Grantee hereby with or unto Grantee's prior security interest on the Property under the Mortgage. This Warranty Deed in Lieu of Foreclosure is executed and delivered by Grantor and is received by Grantee as an absolute conveyance of Grantor's equity of redemption and is not intended to be further security for the aforementioned indebtedness or any other indebtedness or any other indebtedness of Grantor to Grantee. Grantor hereby declares that this conveyance is freely and fairly made.

*****It is expressly understood by the parties that each party shall bear its own costs in connection with the Dispute, Litigation, the Modification and this Agreement; and the parties waive and release any claims they otherwise have or may have had to such costs and attorney's fees.*****

Please note The borrower agrees that Federal National Mortgage Association keeps any hazard claim proceeds or interest accrued on those proceeds as a part of the Deed in Lieu transaction (as opposed to disbursing those hazard claim proceeds to the borrower).

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said described property, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of said Grantee forever in FEE SIMPLE.

AND SAID Grantor will warrant and forever defend the right and title to the said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

x Amy Schodorf
2nd unofficial witness

Debra Nelson Cummings
DEBRA NELSON CUMMINGS,
Executrix of the Estate of Nancy H. Eubanks and
Trustee of the Nancy H. Eubanks Living Trust
dated October 5, 2007

STATE OF Alabama

COUNTY OF Shelby

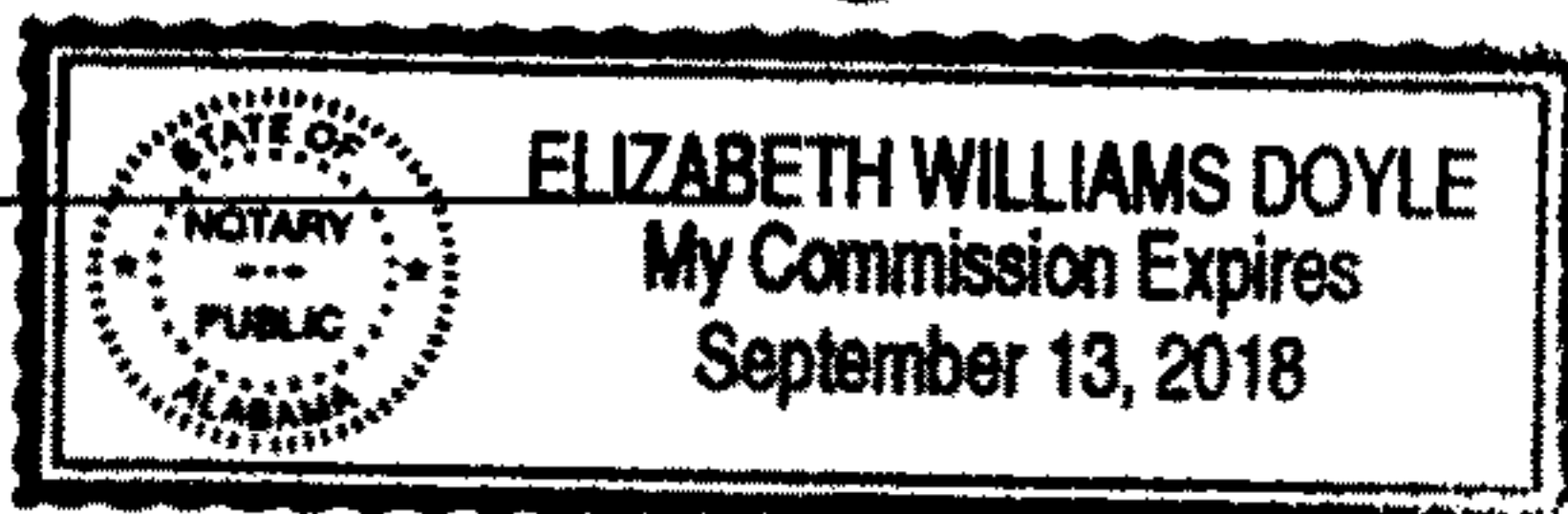
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **DEBRA NELSON CUMMINGS, Executrix of the Estate of Nancy H. Eubanks and Trustee of the Nancy H. Eubanks Living Trust dated October 5, 2007**, whose name is signed to the foregoing instrument and who are known to me, who acknowledged before me this date that being informed of the contents thereof, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 10 day of
February 20 17

Elizabeth Williams Doyle

NOTARY PUBLIC

My Commission expires: _____



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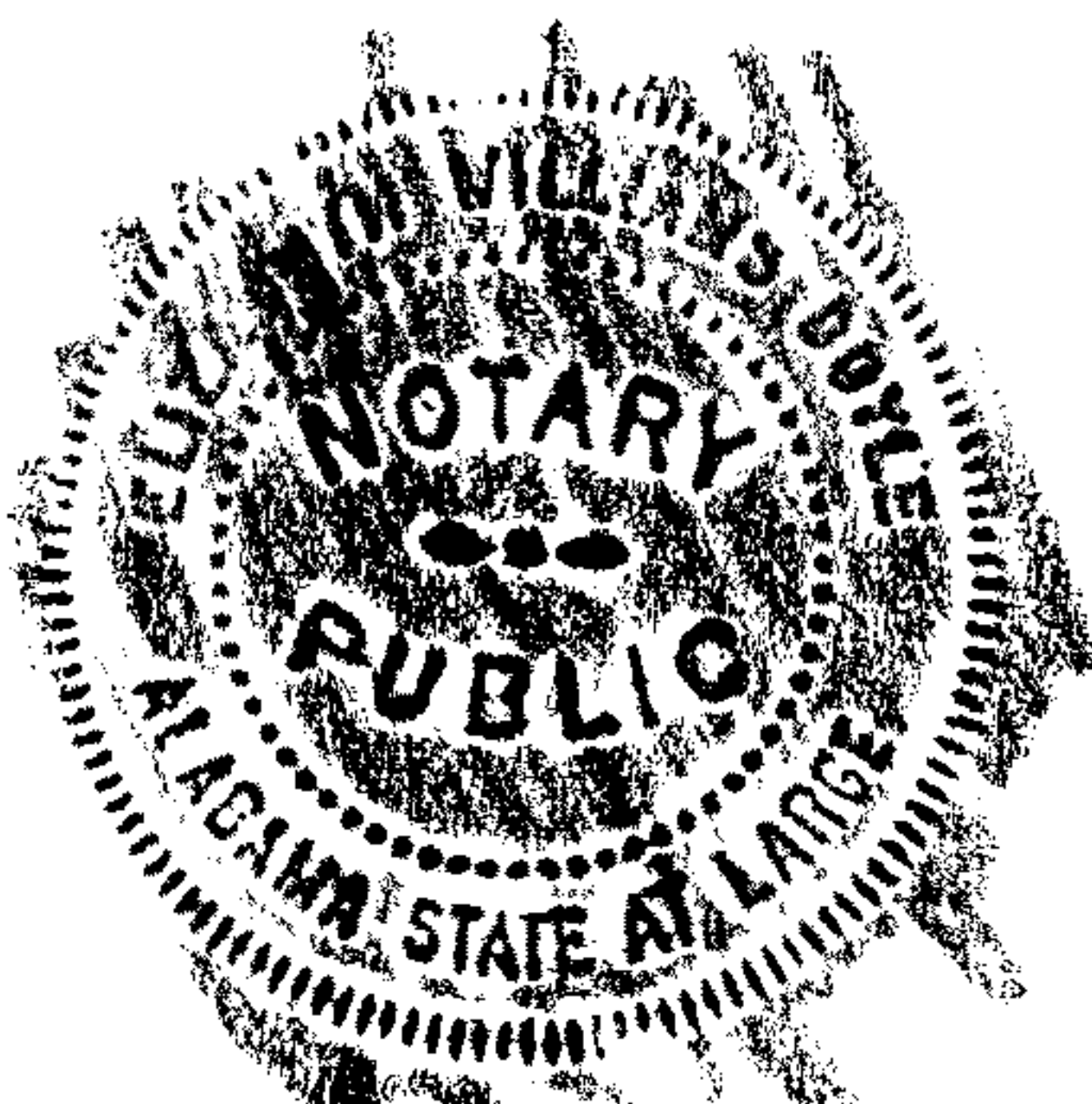


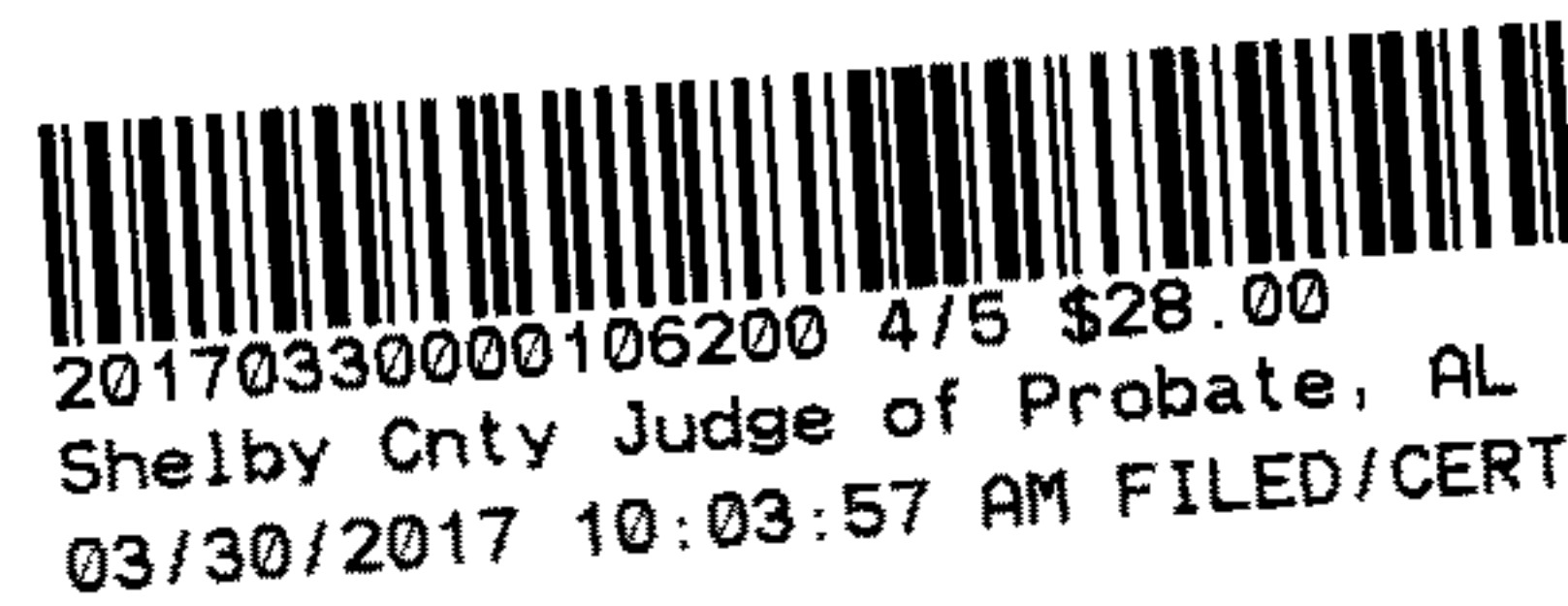
EXHIBIT "A"

LOT 114, ACCORDING TO THE AMENDED MAP OF COTTAGES AT CHESSER, PHASE II, AS RECORDED IN MAP BOOK 38, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN COTTAGES AT CHESSER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 20040511000248910, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

FOR INFORMATIONAL PURPOSES ONLY PROPERTY ADDRESS: 348 CHESSER LOOP CIRCLE, CHELSEA, AL 35043.

Tax Id#: 09-08-27-0-006-020.000



Real Estate Sales Validation Form

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

Grantor's Name Debra Nelson Cummings
Mailing Address 348 Chessier Loop Circle
Chelsea, AL 35043

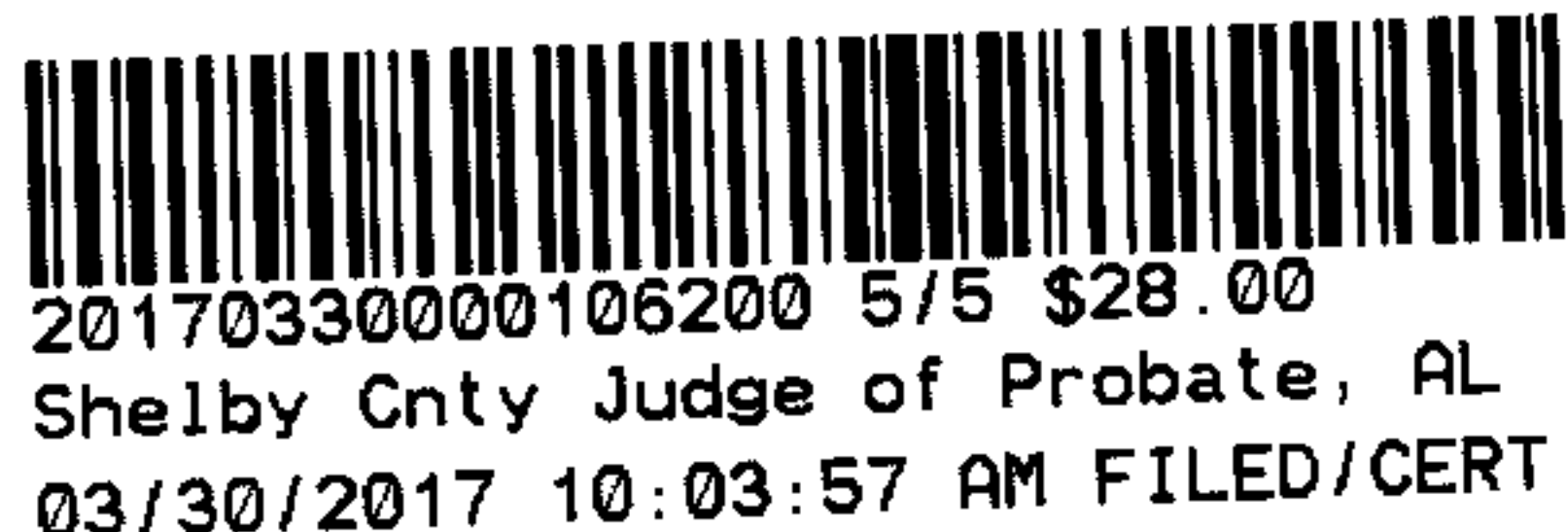
Grantee's Name FNMA
Mailing Address 14221 Dallas Fwy
Suite 1000
Dallas, TX 75254

Property Address 348 Chessier Loop Cir
Chelsea, AL 35043

Date of Sale 2/9/2017
Total Purchase Price \$ _____

or
Actual Value \$ _____

or
Assessor's Market Value \$ 47,000.00



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 Life Report

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 3/23/17

☒ Unattested
Marcia Batey
(verified by)

Print Marcia Batey
Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one