

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:

**Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**

3217 S. Decker Lake Drive, Salt Lake City, UT 84119.

After Recording Mail/Return To:

Select Portfolio Servicing, Inc.  
3217 Decker Lake Drive  
Salt Lake City, UT 84119



20170519000174880 1/11 \$46.00  
Shelby Cnty Judge of Probate, AL  
05/19/2017 10:16:29 AM FILED/CERT

Parcel Number or APN: 13-6-23-2-001-003.032

## **DEED IN LIEU OF FORECLOSURE**

KNOWN ALL MEN BY THESE PRESENTS, that **BONNIE BLAIR HUBBARD**, an unmarried person, whose mailing address is **1371 DEARING DOWNS CIR., HELENA, AL 35080**, hereinafter called grantor, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**, whose tax mailing address is **3217 S. Decker Lake Drive, Salt Lake City, UT 84119**, 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:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

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

Property Address: 1371 DEARING DOWNS CIRCLE, HELENA, AL 35080

COMMONLY known as: **1371 DEARING DOWNS CIRCLE, HELENA, AL 35080**

This being the identical property conveyed to the GRANTOR herein by Deed recorded in **20070531000254580**.

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 in accord with the Estoppel Affidavit attached hereto as Exhibit B.

Consideration. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage(s) or deed(s) of trust:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

No Merger. Grantor agrees and acknowledges that its entry into this Deed and the other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee'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.

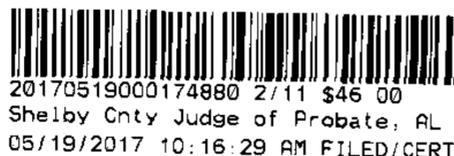
In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**Representations and Warranties.** Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee** without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

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**Advice of Counsel.** Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing, or has willingly forgone advice of counsel, in negotiations for and the preparation of this Deed, that it has read this Deed or has had the same read to it by its counsel, that it has had this Deed fully explained by such counsel, and that it is fully aware of its contents and legal effect.

#### **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.**



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WITNESS the hand of said Grantor this 14<sup>th</sup> day of March, 2017.

Bonnie Blair Hubbard  
**BONNIE BLAIR HUBBARD**

STATE OF AZ  
*ACCORDING* COUNTY OF SHELBY  
*IN*

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **BONNIE BLAIR HUBBARD** 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 14<sup>th</sup> day of MARCH, 2017

[Signature]  
Notary Public

  
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Property Address: 1371 DEARING DOWNS CIRCLE, HELENA, AL 35080

EXHIBIT "B"  
ESTOPPEL AFFIDAVIT

STATE OF AL  
*ACTING IN* COUNTY OF SHELBY

**BONNIE BLAIR HUBBARD**, being first duly sworn, depose and say: That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**, conveying the following described property, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**, 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 **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**:

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:

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 **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**, 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

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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 **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**, 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(s) or deed(s) of trust referred to herein as described as follows:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR DEED OF TRUST**

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 **Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

I understand and agree that I have waived or released any and all claims, known or unknown, that I have or might have against Grantee; and/or Servicelink, and/or their accountants, agents, attorneys, directors, employees, managers, members, officers, servants, and/or shareholders.

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: 3/14/2017

Bonnie Blair Hubbard  
**BONNIE BLAIR HUBBARD**

ACTING IN STATE OF AL  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **BONNIE BLAIR HUBBARD** 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 14<sup>th</sup> day of MARCH, 2017  
[Signature]  
Notary Public

  
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GRANTOR(S) AFFIDAVIT

ACTING IN State of AL  
County of SHELBY

**BONNIE BLAIR HUBBARD**, 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.

*Bonnie Blair Hubbard*  
\_\_\_\_\_  
**BONNIE BLAIR HUBBARD**



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ACTING IN STATE OF AL  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **BONNIE BLAIR HUBBARD** 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 14<sup>th</sup> day of MAY 2017

*[Signature]*  
\_\_\_\_\_  
Notary Public

Property Address: 1371 DEARING DOWNS CIRCLE, HELENA, AL 35080

EXHIBIT A  
(LEGAL DESCRIPTION)

**LOT 27 ACCORDING TO THE SURVEY OF DEARING DOWNS THIRD ADDITION  
AS RECORDED IN MAP BOOK 8 PAGE 15 IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.**



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EXHIBIT C  
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

**MORTGAGE FROM BONNIE BLAIR HUBBARD TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC "MERS INC.", AS NOMINEE FOR RENASANT BANK IN INSTRUMENT NO 20070531000254599 IN THE AMOUNT OF \$125,000.00, DATED 05/25/2007, RECORDED 05/31/2007, IN SHELBY COUNTY RECORDS.**

**a. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR RENASANT BANK AND CITIMORTGAGE, INC. IN INSTRUMENT NO 20130215000066700, DATED 02/07/2013, RECORDED 02/15/2013 IN SHELBY COUNTY RECORDS.**

**b. ASSIGNMENT OF RECORD BETWEEN CITIMORTGAGE, INC. AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. IN INSTRUMENT NO 20160503000147700, DATED 05/03/2016, RECORDED 05/03/2016 IN SHELBY COUNTY RECORDS.**

**C. ASSIGNMENT OF RECORD BETWEEN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") ITS SUCCESSORS AND ASSIGNS AND TOWD POINT MORTGAGE TRUST ASSET-BACKED SECURITIES, SERIES 2016-2, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE AS SET FORTH IN INSTRUMENT NO 20161202000441430, DATED 11/15/2016 , RECORDED 12/02/2016 IN SHELBY COUNTY RECORDS.**



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Real Estate Sales Validation Form

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

Grantor's Name BONNIE BLAIR HUBBARD

Grantee's Name Towd Point Mortgage Trust Asset-Backed Securities, Series 2016-2, U.S. Bank National Association as Indenture Trustee

Mailing Address 1371 DEARING DOWNS CIR., HELENA, AL 35080

Mailing Address 3217 S. Decker Lake Drive, Salt Lake City, UT 84119

Property Address 1371 DEARING DOWNS CIRCLE HELENA, AL 35080

Date of Sale

Total Purchase Price \$108423 00

or

Actual Value \$

or

Assessor's Market Value \$



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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

X Other MORTGAGE DOCUMENTS

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 3/14/2017

Print Bonnie Blair Hubbard

Sign (Bonnie Blair Hubbard) (Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by)