Servicelink 10385 WestMoor Dr., Suite 100 Westminister, CO 80021)
STATE OF ALABAMA)
SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

*These documents were prepared without the benefit of a title search.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note, secured by that certain Mortgage executed by Benjamin W. George and Nancy George, husband and wife, to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Countrywide Home Loans, Inc., dated the 27th day of October, 2006, recorded in Instrument Number 20061103000542090, in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to Bank of America N.A. successor by merger to BAC Home Loan Servicing LP, fka Countrywide Home Loans Servicing LP by instrument recorded in Instrument Number 20120831000330130, in the aforesaid Probate Office; said mortgage subsequently transferred and assigned to Green Tree Servicing, LLC by instrument recorded in Instrument Number 20130815000332710, in the aforesaid Probate Office; and in further good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, BENJAMIN W. GEORGE, AN UNMARRIED WIDOWER (herein referred to as "Grantors") does hereby grant, bargain, sell and convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION (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 17, according to the survey of Dearing Downs, Ninth Addition, Phase III, as recorded in Map Book 15, Page 41, in the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantor.

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 Grantor does assign and covenant with the said Grantee that he is lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that he has a good right to sell and convey the same as aforesaid; and that he will, and his 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.

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TO HAVE AND TO HOLD to the said Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his signatures this the 30

Benjamin W. George

NOTARY ACKNOWLEDGEMENT

STATE OF <u>lest class</u>) ren Berkeley COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benjamin W. George, an unmarried widower, 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 30

Patricia ann foster

Notary Public Official Seal

State of Wast Virginia

430 Cotter Circle Carbon Hal, WY 23410

/ Comm. Expires Feb 24, 2001

NOTARY PUBLIC

My Commission Expires: 2 - 3 4 - 3 /

This Instrument Prepared By: Rebecca Redmond, Esq. Sirote & Permutt, P.C. P.O. Box 55727 Birmingham, AL 35255-5727 Sirote File # 424068

Real Estate Sales Validation Form

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

Grantor's Name	Benjamin W. George	Grantee's Name	Federal National Mortgage Association
Mailing Address	438 Thoreau Dr. Inwood, WV 25428	Mailing Address	13455 Noel Road, Suite 660 Dallas , TX, 75240
Property Address	1973 Riva Ridge Rd. Helena, AL 35080	Date of Sale	10/30/2017
20171116000415	910 11/16/2017 04:04	Total Purchase Price or Actual Value 4:28 PM DEEDS 3/3 or Assessor's Market Value	\$ 123,259.00 \$
•	entary evidence is not require	form can be verified in the following ded) Appraisal Other Deed in Lieu of Going to govern	
this form is not required attest, to the best of m	ment presented for recordati y knowledge and belief that se statements claimed on th	on contains all of the required information contained in this docurries form may result in the imposition of	tion referenced above, the filing of nent is true and accurate. I further
Date November 2, 201	7		VP Ditech Financial LLC as Attorney in Fact nal Mortgage Association
Unattested	(verified by)	SignGrantor / Grant	cee / Owner / Agent) circle one



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/16/2017 04:04:28 PM
\$22.00 CHERRY

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