

20171211000441490  
12/11/2017 01:23:26 PM  
DEEDS 1/6

STATE OF Alabama

☒ COUNTY ☐ PARISH OF Shelby

**DEED IN LIEU OF FORECLOSURE**

THIS DEED, made this 14th day of September, 2017 by and between  
Rod John Loyacano and Jennifer Ann Loyacano, a married couple ("Grantor")  
and Vanderbilt Mortgage and Finance, Inc., a corporation organized and existing under the  
laws of the State of Tennessee ("Grantee").

WHEREAS, Grantor is the fee simple owner of the real property and improvements thereon  
located in the county and state above set forth, being more particularly described in Exhibit A  
attached hereto and incorporated herein by reference, and including the following described  
manufactured home:

Make: Southern Model: 41VAL28564BH13  
Serial Number(s): DSD062310ALAB

(the "Property")

WHEREAS, Grantee made Grantor (or one of the Grantors if there are two (2) or more Grantors)  
a loan or financial accommodation in the original principal amount of \$ 84,020.92 under  
agreement dated February 18, 2015 ("Loan"), said Loan being secured by the Property  
pursuant to mortgage, deed of trust or trust deed recorded in the office of the  
Judge of Probate of Shelby county on March 9th, 2015  
☐ in Book                      Page                      or ☒ as instrument number  
20150309000070940 (the "Security Instrument");

WHEREAS, the Grantor is in default of the Loan, the full amount of the Loan is due and payable, and the Grantor is unable to pay Grantee the full amount due under the Loan;

WHEREAS, the fair market value of the Property does not equal or exceed the full amount of the Loan due and payable to the Grantee and, accordingly, the Grantor has no equity in the Property;

WHEREAS, the Grantee is agreeable to acceptance of the Property pursuant to this Deed In Lieu of Foreclosure to avoid the necessity of foreclosure and the time required to effect foreclosure and the termination of any equity of redemption provided by law;

WHEREAS, in connection with Grantee's acceptance of this Deed In Lieu of Foreclosure the Grantee has agreed to deliver to Grantor a covenant not to sue Grantor, or any other party obligated under the Loan, for any obligation which Grantor or other such party may have under the Loan; and

WHEREAS, the Grantor and Grantee have agreed to further understandings in connection with this Deed In Lieu of Foreclosure, such understandings being set forth in "Agreement Regarding Deed In Lieu Of Foreclosure" of same date hereof, provided, however, that such further understandings are not and shall not be deemed conditions precedent to this Deed In Lieu of Foreclosure upon recordation of this Deed In Lieu of Foreclosure in the public real property records of the county or parish and state wherein the Property is located;

NOW, THEREFORE, for and in consideration of the foregoing, the Grantor does hereby freely and voluntarily grant, bargain, sell, convey and transfer unto the Grantee fee simple title to the Property described in Exhibit A attached hereto and incorporated herein by reference.

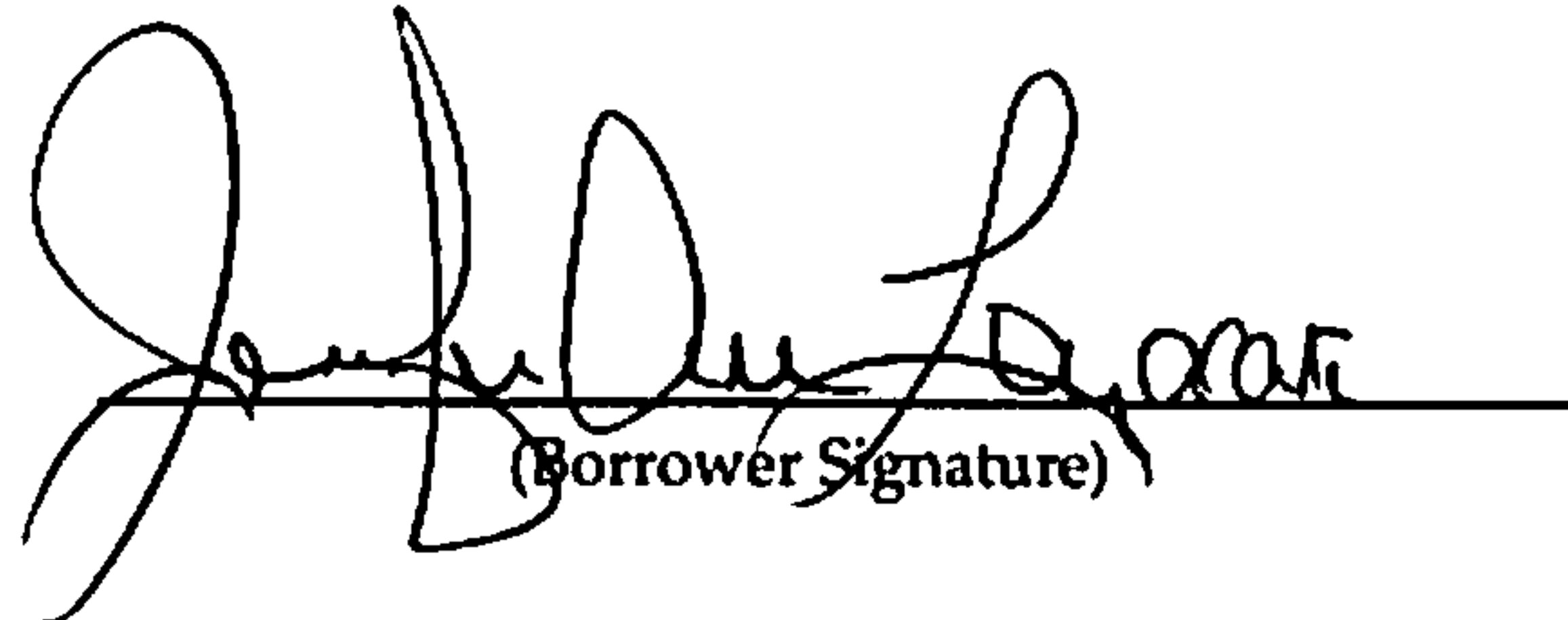
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successor and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or claiming the same, or any part thereof, by, through, or under the Grantor but not otherwise.

IT IS THE PURPOSE AND INTENT OF BOTH GRANTOR AND GRANTEE THAT THE FEE SIMPLE INTEREST CONVEYED BY GRANTOR HEREIN TO GRANTEE SHALL NOT MERGE WITH THE INTEREST OF THE GRANTEE UNDER THE LOAN AND SECURITY INSTRUMENT, AND THE SECURITY INSTRUMENT SHALL CONTINUE AS A LIEN ON THE PROPERTY UNTIL THE PROPERTY IS RECONVEYED BY GRANTEE. GRANTOR FURTHERMORE WAIVES ANY RIGHT GRANTOR MAY HAVE UNDER LAW TO REDEEM THE PROPERTY.

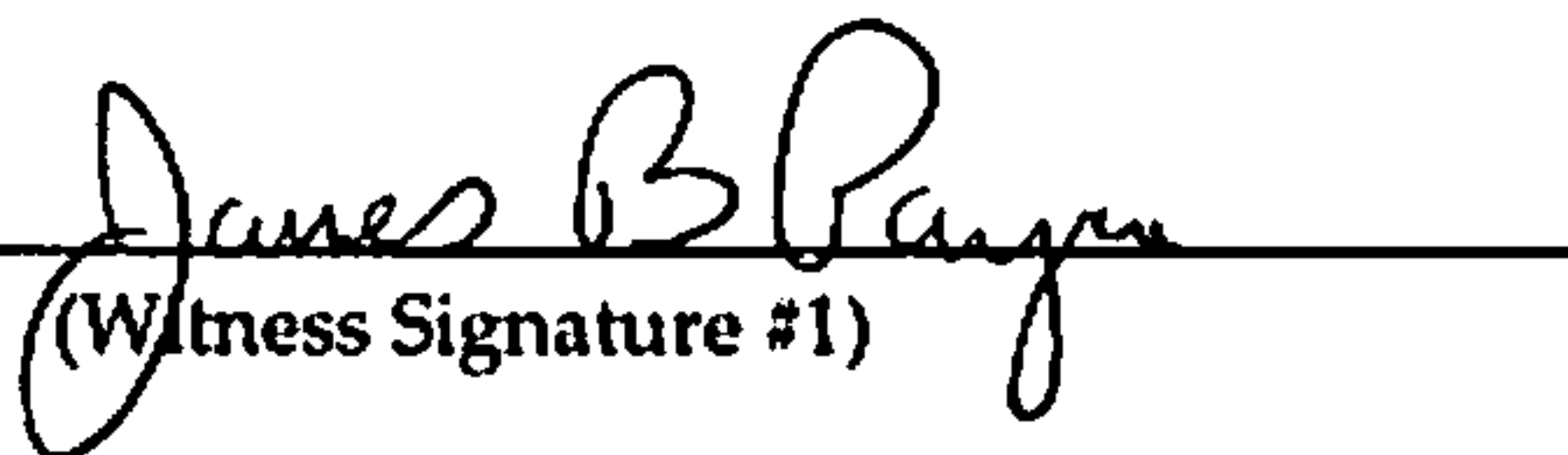
IN WITNESS WHEREOF, the Grantor has hereunto his or her hand and seal the day and year first above set forth.

  
(Borrower Signature)

Rod John Loyacano  
(Typed/Printed Name)

  
(Borrower Signature)

Jennifer Ann Loyacano  
(Typed/Printed Name)

  
(Witness Signature #1)

James B Payne  
(Typed/Printed Name)

  
(Witness Signature #2)

Shamel Young  
(Typed/Printed Name)

State of Alabama

County of

Shelby

I, Patricia D. Dejean, Notary Public ☒ in and for said county in  
said State or ☐ for the State of Alabama at Large, do hereby certify that

Rod & Jennifer Dejean, whose name(s) is/are 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/she/they executed the same voluntarily on the day the  
same bears date.

Given under my hand and official seal this the 25<sup>th</sup> day of September 2017

Patricia D. Dejean (Seal)  
(Signature of Notary Public)

My Commission Expires:


4/1/18

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

File No.: ~~000000~~

Lot 14, Block 1, according to Pine Hills Subdivision, as shown by Map of said Subdivision, as recorded in Map Book 4, Page 45 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

  
20150309000070940 10/18 3191.15  
Shelby Cnty Judge of Probate, AL  
03/09/2019 09:53:29 AM FILED/CERT

File No.: ~~000000~~  
Exhibit A Legal Description

Page 1 of 1

## Real Estate Sales Validation Form

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

Grantor's Name Loyacano, Rod John & Jennifer Ann  
 Mailing Address 1322 Grand Reserve Dr  
Pelham, AL 35124

Grantee's Name Vanderbilt Mortgage and Finance, Inc.  
 Mailing Address PO Box 9800  
Maryville, TN 37802

Property Address 105 Overhill Rd  
Vincent, AL 35178

Date of Sale 09/14/2017  
 Total Purchase Price \$  
 or  
 Actual Value \$  
 or  
 Assessor's Market Value \$ 49,140.00

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 ☐ Appraisal  
☐ Sales Contract ☒ Other Deed in Lieu of Foreclosure (no tax)  
☐ 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).



Filed and Recorded  
 Official Public Records  
 Judge James W. Fuhrmeister, Probate Judge,  
 County Clerk  
 Shelby County, AL  
 12/11/2017 01:23:26 PM  
 \$31.00 DEBBIE (verified by)  
 20171211000441490

Print Robin E. Pate

Sign RME Pate

Grantor/Grantee/Owner/Agent circle one

Form RT-1