

STATE OF ALABAMA)

SHELBY COUNTY)

20180307000074420
03/07/2018 02:57:54 PM
FCDEEDS 1/3

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 secured by that certain Mortgage executed by Barbara Harvey, unmarried, to Mortgage Electronic Registration Systems, Inc., as nominee for EverBank dated the 14th day of June, 2013, recorded in Instrument number 20130723000300070 in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to TIAA, FSB d/b/a EverBank by instrument number 20170728000271360 recorded in the above referenced Probate Office; and in further good and valuable consideration to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged **Barbara Harvey**, unmarried (herein referred to as "Grantor"), hereby grant, bargain, sell and convey unto **TIAA, FSB d/b/a EverBank** (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:

ALL THAT PARCEL OF LAND IN CITY OF CALERA, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED INST # 20060123000035370, ID# 28-6-14-0-000-003. 004, BEING KNOWN AND DESIGNATED AS LOT 2 ACCORDING TO THE PLAT OF OLD IVY SUBDIVISION PHASE I BEING A RESURVEY OF PORTIONS OF LOTS 22 - 32 TRACT FIFTY.ONE SUBDIVISION PARCEL B RECORDED IN MAP BOOK 11 PAGE 26 ALL SITUATED IN THE SOUTHWEST 1/4 OF SECTION 14 AND THE NORTHWEST 1/4 OF SECTION 23 TOWNSHIP 22 SOUTH RANGE 2 WEST IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA AS RECORDED IN . MAP BOOK 25 PAGE 43 A AND 438 AND AS AMENDED IN THE AMENDED MAP OF OLD IVY SUBDIVISION PHASE I RECORDED IN MAP BOOK 26 PAGE 5A AND 5B IN THE OFFICE OF THE JUDGE OF PROBATE 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 assigns 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 Grantor has hereunto set her signature this the 13 day of January, 2018.

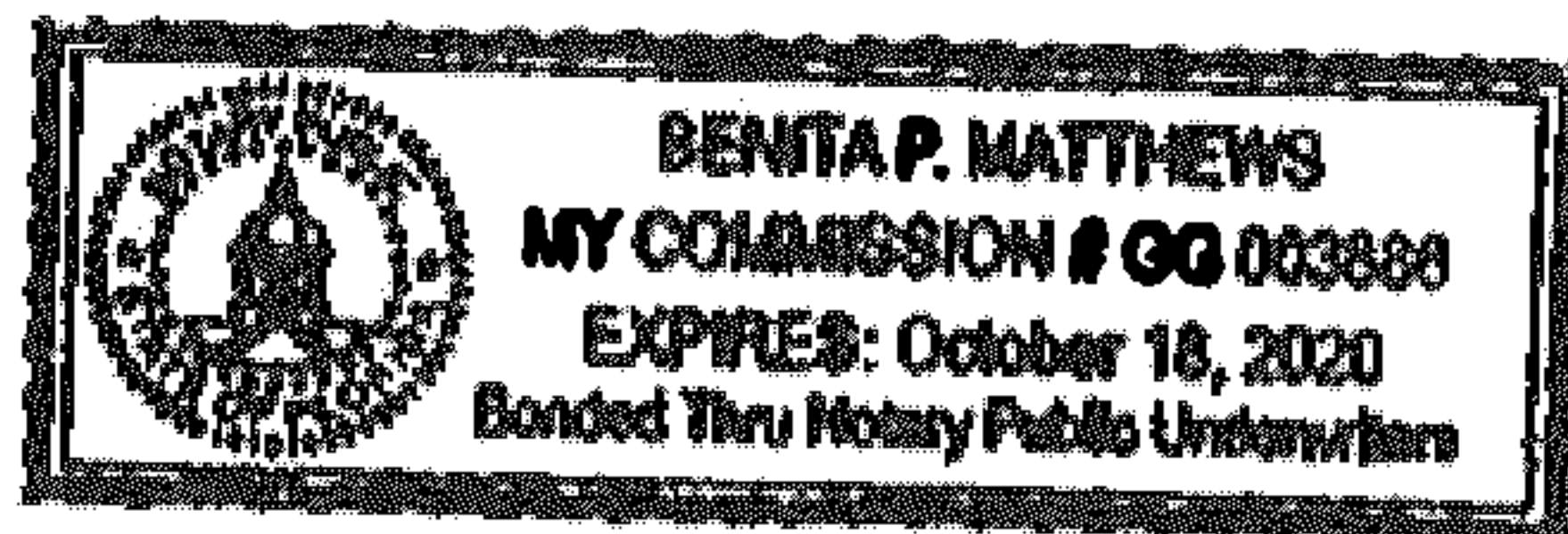
Barbara Harvey
Barbara Harvey

NOTARY ACKNOWLEDGEMENT

STATE OF Florida)
Suwannee COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Barbara Harvey, unmarried, 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 13th day of January, 2018.



Benta P. Matthews
NOTARY PUBLIC

My Commission Expires: 10-18-20

This Instrument Prepared By:
Rebecca Redmond, Esq.
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, AL 35255-5727
Sirote#422059

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*Grantor's Name TIAA, FSB d/b/a EverBank
c/o EverBankGrantee's Name Federal National Mortgage AssociationMailing Address _____

_____Mailing Address 13455 Noel Road, Suite 660 Dallas
, TX, 75240Property Address 125 Ivy Trace Circle
Calera, AL 35040

_____Date of Sale 01/13/2018

Total Purchase Price

or
(Actual Value) \$ 119,700.94
or

Assessor's Market Value \$ _____

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 Foreclosure Bid Price
☐ 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.

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 03/02/2018Print Corey Johnson____ Unattested _____
(verified by)Sign [Signature]
(Grantor / Grantee / Owner / Agent) circle oneFiled and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/07/2018 02:57:54 PM
\$21.00 CHERRY
20180307000074420[Signature]