

20180308000075390  
03/08/2018 10:39:29 AM  
DEEDS 1/10

Return to:  
BCHH, Inc.  
181 Montour Run Road  
Coraopolis, PA 15108

Send tax notices to:  
The Bank of New York Mellon fka the  
Bank of New York as Trustee for the  
Certificateholders of the CWABS, Inc.,  
Asset-Backed Certificates, Series 2006-4  
101 Barclay St. 8W, New York, NY 10286

Prepared by:  
George Vaughn, Esquire\*  
c/o BCHH, Inc.  
181 Montour Run Road  
Coraopolis, PA 15108

DEED IN LIEU OF FORECLOSURE

STATE OF ALABAMA  
COUNTY OF SHELBY

Dated: 27 day of April, 2017.

THIS INDENTURE WITNESSETH, Timika L. Thomas n/k/a Timika L. Jordan and Chad T. Jordan, wife and husband, whose address is 951 Savannah Lane, Calera, AL 35040, ("Grantor(s)") CONVEYS AND SPECIALLY WARRANTS to The Bank of New York Mellon fka the Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-4, whose address is 101 Barclay St. 8W, New York, NY 10286 ("Grantee(s)") for \$129,758.49 and in consideration of the release of liability owed by Grantor under the terms of the Promissory Note dated 1/26/2006 and originally executed in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for COUNTRYWIDE HOME LOANS, INC., the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Shelby County, Alabama:

The property described in Exhibit "A," attached hereto and incorporated herein.  
**PLEASE SEE ESTOPPEL AFFIDAVIT ATTACHED AS "EXHIBIT B"**  
Being the same property conveyed to Grantor(s) by instrument recorded on 10/13/2004 at Instrument No. 20041013000565500 in the records of Shelby County, Alabama.

Commonly known as 951 Savannah Lane, Calera, AL 35040. This address is provided for informational purposes only. **PARCEL # 22 9 31 1 004 063,000**

The property being transferred is currently the homestead of the Grantor(s).

*Subject to* all easements, rights-of-ways, covenants, restrictions and public roads of record.

It is understood and agreed by the parties hereto that the title to the Real Estate herein conveyed is warranted only insofar as it might be affected by any act of the Grantor during its ownership and not otherwise.

But the parties expressly agree to and understand the following:

1. Despite the provisions of this Deed in Lieu of Foreclosure, the liens and security interests that evidence or secure the payment of the Note (collectively, "Liens") are not released or relinquished in any way. The Liens will remain in existence and in full force and effect until released by written instrument ("Release") duly executed and acknowledged and filed of record. The Mortgage is expressly amended to provide that this Deed in Lieu of Foreclosure will not cause the termination of the Mortgage and that the Mortgage will continue in full force and effect until released by written instrument as described in the preceding sentence. The Release may be made as, if, and when Grantee or its successors or assigns determine in their respective sole discretion. The Liens include, without limitation, the Mortgage recorded on 2/15/2006 at Instrument No. 20060215000076510 in the Records of Shelby County, Alabama (as amended, the "Mortgage").

2. For purposes of priority between (a) any intervening or inferior liens and encumbrances on or against the Property and (b) the lien of the Mortgage, it is the intent of Grantor and Grantee that any and all rights of Grantee to exercise its remedies of foreclosure and the right to exercise any other remedies, are expressly preserved and for purposes of limitations and any other applicable time-bar defense are expressly extended. The lien of the Mortgage is intended to be and will remain in full force and effect, and nothing in this Deed in Lieu of Foreclosure will be construed to subordinate the priority of the lien of the Mortgage to any other Liens or encumbrances.

3. Neither Grantor nor Grantee intend that there be, nor will there in any event be, a merger of any of the Liens with the fee simple title to, or other interest of Grantee in, the Property obtained by Grantee by virtue of the conveyance made by this Deed in Lieu of Foreclosure. Grantor and Grantee each intend that the Liens and fee simple title to the Property be kept separate.

The interests will not be merged in the event of the sale of the Property by Grantee, its successors, or its assigns, or the granting or acceptance of additional liens or interests in the Property, unless a separate written Release is executed and filed for public record.

GRANTOR hereby waives any and all redemption rights to which it might otherwise be entitled.

4. This Deed in Lieu of Foreclosure (and the conveyance made by it) is being voluntarily executed, delivered, and accepted in lieu of foreclosure. The transfer of title to the Property to Grantee will be interpreted and construed the same as a foreclosure of the Liens, legally and rightfully performed under the laws of the State of Alabama and as an absolute conveyance to Grantee of all right, title, and interest of Grantor in the Property, including but not limited to any equity or rights of redemption of Grantor in the Property (or any part of it or interest in it).

5. If this conveyance is set aside for any reason, (a) the indebtedness evidenced by the Note will be revived and reinstated, and any cancellation and extinguishment of the indebtedness, in whole or in part, will be automatically revoked, ab initio, (b) the terms and provisions of the Liens, and the security interests and obligations of Grantor evidenced by the Note and the Mortgage, will be and continue in full force and effect, and if they have been previously released, in whole or in part, by Grantee, will be automatically revived and reinstated, (c) Grantee will have the right to foreclose the Liens and security interests granted in the Mortgage and otherwise securing the Note and to take any other actions against Grantor or the Property as may be permitted at law or in equity, (d) all

costs of Grantee incurred in connection with the enforcement of its rights and remedies will be deemed a part of the indebtedness secured by the Mortgage, and all the costs will be payable on demand by Grantee, and (e) all the respective rights and remedies of Grantor and Grantee against each other will be revived and restored in the same manner as if this Deed in Lieu of Foreclosure and the transactions contemplated in it had not been entered into.

6. Grantor acknowledges and agrees that the conveyance of the Property under this Deed in Lieu of Foreclosure is an absolute conveyance of all of Grantor's right, title, and interest in and to the Property and is not intended (now or in the future) to constitute a deed of trust, mortgage, trust conveyance, or other security agreement of any kind. Grantor acknowledges that, after the conveyance under this Deed in Lieu of Foreclosure, Grantor will have no further interest or claim with respect to the Property, including but not limited to the rights to (a) manage the Property, (b) occupy or use the Property in any way, (c) receive any revenue from the Property, (d) receive any proceeds from the sale, transfer, financing, or operation of the Property, or (e) repurchase, redeem, or regain any right, title, or interest in the Property or in any part of it.

[Signature Page Follows]

BCHH 17048773-DIL

GRANTOR(S)

  
Timika L. Thomas n/k/a Timika L. Jordan

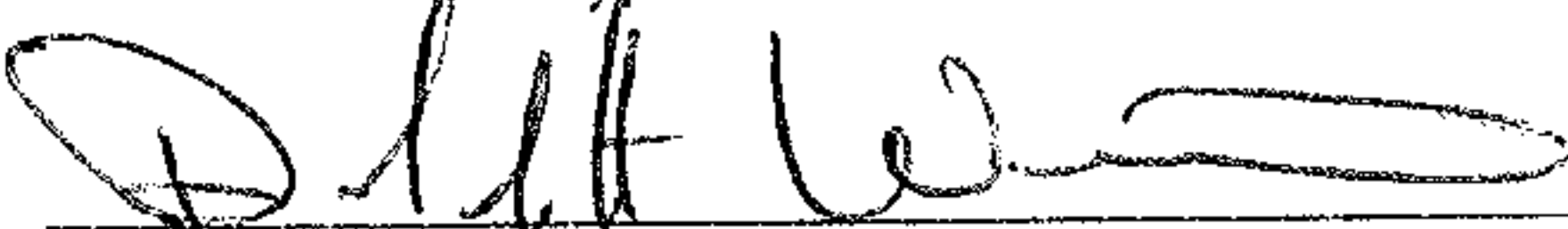
ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF Shelby )

I, a Notary Public, hereby certify that Timika L. Thomas n/k/a Timika L. Jordan whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

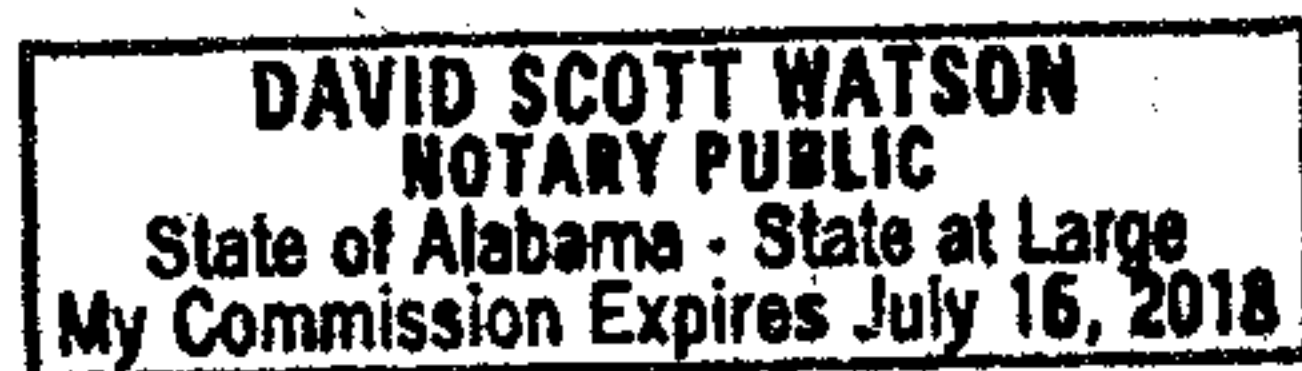
Given under my hand this 27 day of April, 2017.



Notary Public

Printed Name: David Scott Watson

My Commission Expires: July 16, 2018



AFFIANT(S):

Chad T. Jordan  
Chad T. Jordan

ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, David Scott Watson, a notary public of said county do hereby certify that Chad T. Jordan, whose name(s) is/are signed to the writing above bearing date on the day of 27 April, 2017, has/have this day acknowledged same before me, in my said STATE AND COUNTY

Given under my hand this 27 day of April, 2017.

David Scott Watson  
Notary Public

My Commission Expires: July 16, 2018



Prepared under and with review by a licensed attorney in this state (without the benefit of title review). The preparer has not had contact with or provided advice to any party to this transaction. The preparer is not responsible for the closing, the execution of this document, the validity of any power of attorney used in conjunction with the closing, the collection of taxes, or the recording of this deed. The preparer is not responsible for any typed or hand-written additions made to this deed after its preparation. Any questions regarding this document should be sent to: BCHH, Inc., 181 Montour Run Road, Coraopolis, PA 15108.



**EXHIBIT A**  
**(Legal Description)**

Lot 23, according to the Survey of Savannah Pointe, Sector II, Phase IV, as recorded in Map Book 29, Page 45,  
in the Probate Office of Shelby County, Alabama.

BCHH 17048773-DIL

"EXHIBIT B"  
ESTOPPEL AFFIDAVIT

Timika L. Thomas n/k/a Timika L. Jordan and Chad T. Jordan, wife and husband, being first duly sworn, each for himself and/or herself, deposes and says:

That he/she/they is/are the identical parties who made, executed, and delivered that certain deed to The Bank of New York Mellon fka the Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-4, dated 4/27/17, conveying the property described in Exhibit "A," attached hereto and incorporated herein. 4/27/17

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to The Bank of New York Mellon fka the Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-4, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of Affiant(s) as Grantor(s) in said deed to convey, and by said deed Affiant(s) did convey to the Grantee therein all right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee;

That in the execution and delivery of said deed Affiant(s) 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 the aforesaid deed was not given as a preference against any other creditors of 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 the Grantee therein named interested, either directly or indirectly in said premises; that these Affiant(s) is/are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that Affiant(s) is/are not obligated upon any bond or other mortgage 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 Affiant(s) of the sum of \$129,758.49 by Grantee and the full cancellation of all debts, obligations, costs, and charges secured by that certain Mortgage heretofore existing on said property executed by Timika L. Thomas, an unmarried woman, mortgagors, to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for COUNTRYWIDE HOME LOANS, INC. as mortgagee, dated 1/26/2006 and recorded on 2/15/2006 at Instrument No. 20060215000076510, in the records of Shelby County, Alabama, and the release of record of said Mortgage; and that at the time of making said deed Affiant(s) believed and now believe that the aforesaid consideration therefor represents the fair market value of the property so deeded;

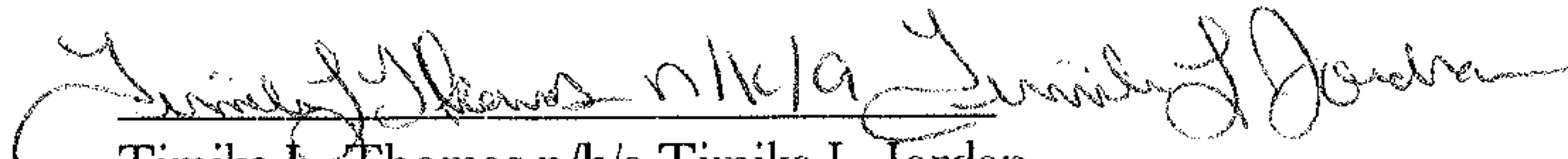
This affidavit is made for the protection and benefit of the Grantee in said deed, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That Affiant(s) 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.

BCHH 17048773-DIL

[Signature Page Follows]

AFFIANT(S):

  
Timika L. Thomas n/k/a Timika L. Jordan


ACKNOWLEDGMENT

STATE OF ALABAMA )

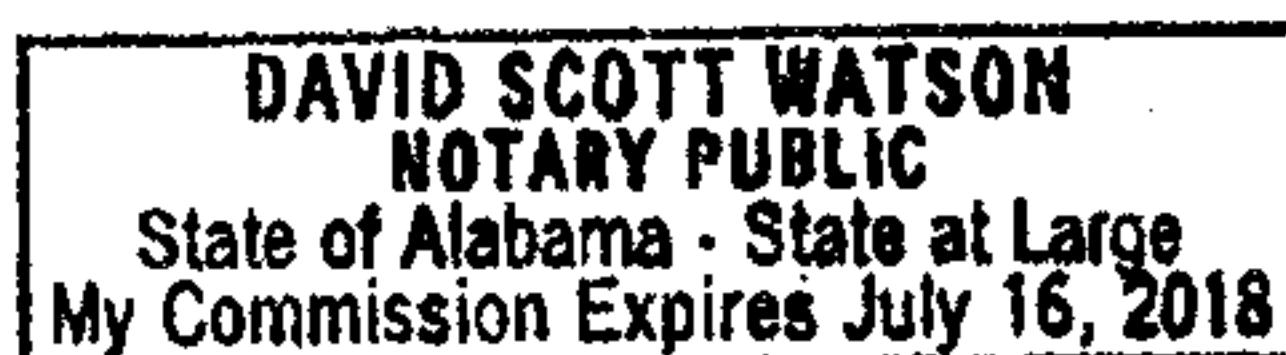
COUNTY OF Shelby )

I, David Scott Watson, a notary public of said county do hereby certify that Timika L. Thomas n/k/a Timika L. Jordan, whose name(s) is/are signed to the writing above bearing date on the day of 27, April 2017, has/have this day acknowledged same before me, in my said STATE AND COUNTY.

Given under my hand this 27 day of April, 2017.

  
Notary Public

My Commission Expires: July 16, 2018





GRANTOR(S)

Chad T. Jordan  
Chad T. Jordan

ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, a Notary Public, hereby certify that Chad T. Jordan whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 27 day of April, 2017.

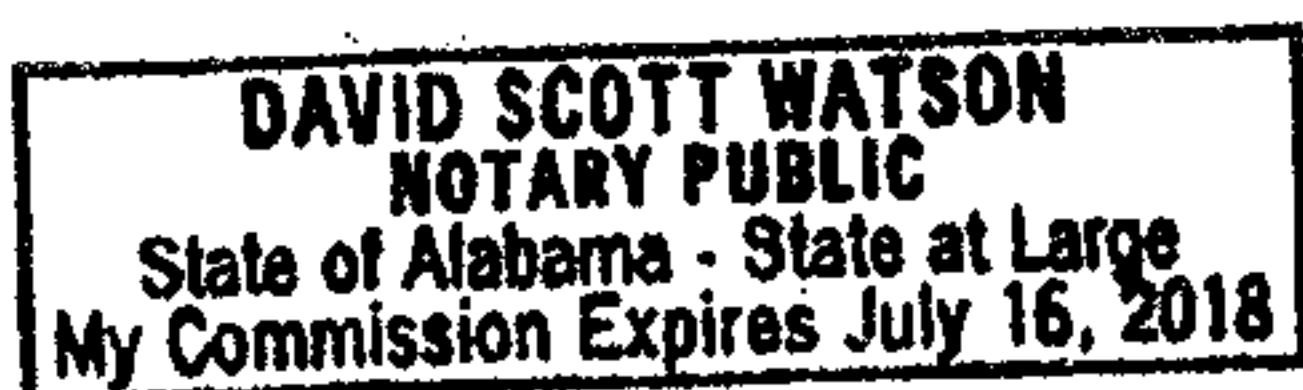
David Scott Watson

Notary Public

Printed Name: David Scott Watson

My Commission Expires: July 16, 2018

\*Prepared under and with review by a licensed attorney in this state (without the benefit of title review). The preparer has not had contact with or provided advice to any party to this transaction. The preparer is not responsible for the closing, the execution of this document, the validity of any power of attorney used in conjunction with the closing, the collection of taxes, or the recording of this deed. The preparer is not responsible for any typed or hand-written additions made to this deed after its preparation. Any questions regarding this document should be sent to: BCHH, Inc., 181 Montour Run Road, Coraopolis, PA 15108.



## Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*Grantor's Name Timika L. Thomas n/k/a Timika L. Jordan and  
Chad T. Jordan, wife and husbandMailing Address 951 Savannah Lane  
Calera, AL 35040Property Address 951 Savannah Lane  
Calera, AL 35040Grantee's Name The Bank of New York Mellon fka the Bank of New York as Trustee for the  
Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-4Mailing Address 101 Barclay St. 8W  
New York, NY 10286Date of Sale 04/27/2017Total Purchase Price \$ \$129,758.49

or

Actual Value \$

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 Deed in Lieu of Foreclosure☐ 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 03/07/2018Print Heather L. Revay☐ Unattested

(verified by)

Sign Heather L. Revay  
(Grantor/Grantee/Owner/Agent) circle oneFiled and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/08/2018 10:39:29 AM  
\$172.00 CHERRY  
20180308000075390

Form RT-1