

AL-18030020S

This instrument was prepared by:

Victor Kang
Rubin Lublin AL, LLC
100 Concourse Parkway, Suite 115
Birmingham, AL, 35244

Send Tax Notices To:

Todd Durand Stewart
5037 Old Cahaba Ave
Helena, AL 35080

Return to:

Rubin Lublin, LLC
Attn: Closing Department
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

20180404000111090

04/04/2018 09:23:07 AM

DEEDS 1/7

THE STATE OF Michigan
Oakland COUNTY

STATUTORY WARRANTY DEED

Know All Men by These Presents: That for and in consideration of 58,500.00 Dollars, to the undersigned grantor(s), **Lakeview Loan Servicing, LLC** in hand paid by **Todd Durand Stewart**, the receipt of which is hereby acknowledged, we the said grantor(s), do hereby grant, bargain, sell and convey unto the said **Todd Durand Stewart, a married man**, the following described real estate, to-wit:

See Exhibit A, attached hereto and incorporated herein by reference. situated in Shelby County, Alabama.

To Have and to Hold unto **Todd Durand Stewart, a married man** and his/her/their heirs and assigns forever.

Subject to any and all rights of redemption on the part of those parties entitled to redeem under the laws of the State of Alabama and the United States of America, by virtue of the certain foreclosure evidenced by the Mortgage Foreclosure Deed dated 08/21/2017 recorded in Shelby County, Alabama. The grantor does not attempt to set out the names of all parties entitled to redeem and by acceptance of this deed the grantee releases the grantor and its agent of any such duty or obligation.

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AL-180300205

In Witness Whereof, we have hereunto set our hands and seals, this 22nd day of March, 2018

Lakeview Loan Servicing, LLC

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Flagstar Bank, FSB, as attorney in fact

By: Rebecca Marcetic
Printed Name: Rebecca Marcetic

Title: Assistant Vice President of Flagstar Bank, FSB, as attorney in fact for Lakeview Loan Servicing, LLC

The State of Michigan

Oakland County

I, Maryann Loerichio Notary Public in and for said County, in said State, hereby certify that Rebecca Marcetic whose name as Asst. Vice Pres of Flagstar Bank, FSB as attorney in fact for Lakeview Loan Servicing, LLC is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as attorney in fact as aforesaid.

Given under my hand this the 22nd day of March, 2018.

Maryann Loerichio

Notary Public

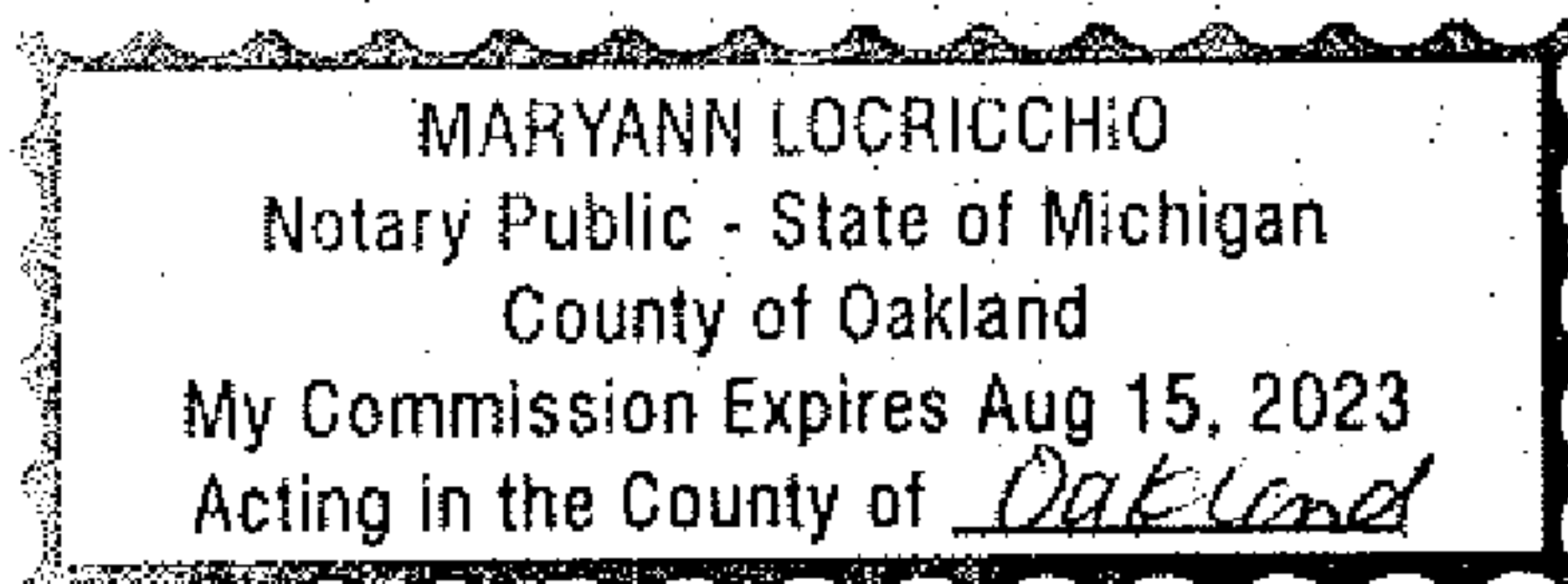


EXHIBIT "A"

LOT 11, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWN HOMES, FIRST ADDITION AS RECORDED IN MAP BOOK 7, PAGE 57, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND EXCEPT PART OF LOT 11 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER OF LOT 10 OF SAID SUBDIVISION; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE EAST PROPERTY LINE OF SAID LOT 10, A DISTANCE OF 93.52 FEET; THENCE 16 DEGREES 09' RIGHT IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 17.96 FEET; THENCE 183 DEGREES 51' RIGHT, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 114.06 FEET; THENCE 123 DEGREES 14'30" RIGHT IN A WESTERLY DIRECTION A DISTANCE OF 5.98 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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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: Lakeview Loan Servicing, LLC
Mailing Address: 4425 Ponce De Leon Blvd.,
Mailstop MS5/251
Coral Gables, FL 33146
Property Address: 713 CAHABA MANOR TRAIL
Pelham, AL 35124

Grantee's Name: Todd Durand Stewart
Mailing Address: 5037 Old Cahaba Ave
Helena, AL 35080
Date of Sale: 3/30/18
Total Purchase Price: 58,500.00

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
☒ Sales Contract
☐ Closing Statement
☐ Appraisal
☒ Other

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. 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: 3/30/18

☐ Unattested


(verified by)

Print: 

Sign: 

(Grantor/Grantee/Owner/Agent) circle one

Exhibit B

LIMITED POWER OF ATTORNEY

Document drafted by and
RECORDING REQUESTED BY
FLAGSTAR BANK, FSB
5151 Corporate Drive
Troy, Michigan 48098
Attention: Final Documents

DK 10 BK 841 PG 41

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Ref.
 Lakeview Loan Servicing, LLC, a Delaware limited liability company with offices located at 4425 Ponce de Leon Blvd., MS 5-251, Coral Gables, Florida 33146 ("Lakeview" or "Servicer") by these presents does hereby make, constitute and appoint Flagstar Bank, FSB (the "Subservicer"), a federally chartered savings bank with offices located at 5151 Corporate Drive, Troy, Michigan 48098 ("Flagstar" or "Subservicer"), as its true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, acting in the name, place and stead of Lakeview for the purposes, and only the purposes, set forth below. This Limited Power of Attorney is given in connection with, and relates solely to that certain Subservicing Agreement by and between Lakeview and Flagstar dated as of October 1, 2015, as the same may be restated and amended and relating to the sub-servicing of certain mortgage loans (the "Agreement") the servicing rights to which were acquired by Lakeview (such loans, the "Loans"). Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

Now, Therefore, Lakeview does hereby constitute and appoint Flagstar the true and lawful attorney-in-fact of Lakeview and in Lakeview's name, place and stead with respect to each Loan, whether such Loan is current and performing or such Loan is in a loss mitigation or other workout status, in foreclosure and/or bankruptcy or is classified as real estate owned ("REO") and such Loan is sub-serviced by Flagstar on behalf of Lakeview pursuant to the Agreement for the following, and only the following purposes:

1. To execute, acknowledge, seal and deliver Mortgage note endorsements, assignments of Mortgages and other recorded documents, satisfactions, releases, re-conveyances of Mortgage, tax and insurance authority notifications and declarations, deeds, including special or warranty deeds as required, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, including deeds-in-lieu of foreclosure or short sale agreements, with all ordinary or necessary endorsements, acknowledgements, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation or filing.
2. To (i) prepare, execute and deliver, on behalf of Lakeview, any and all documents or instruments necessary to maintain the lien on each mortgaged property and related collateral; loan modifications, waivers, consents, amendments, discounted payoff agreements, forbearance agreements, repayment plans, deeds-in-lieu of foreclosure, consents to or with respect to any

documents contained in the related servicing file; and any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other instruments comparable to any of the types of instruments described in this clause (i), and (ii) institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), and similar actions or suits necessary to enforce or defend Lakeview's rights in its capacity as servicer of a Loan or the Loans, and to appear in and file on behalf of Lakeview such pleadings or documents as may be necessary or advisable in any bankruptcy actions, state or federal suit or any other action related to a Loan.

3. The collection of borrower or account information, perform an escrow analysis, obtain required approvals from mortgage insurers and investors, obtain property valuations, order property inspections, initiate and maintain property preservation activity, and obtain an interest therein and/or improvements thereon, as Lakeview's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the property and/or to secure payment of a promissory note or performance of any obligation or agreement.
4. To execute and deliver any and all required affidavits, documents or instruments required to be prepared, executed and filed or recorded regarding a Loan, including, but not limited to: affidavits of debt, verification or certification of debt or amounts owed, substitutions of trustee, substitutions of counsel, declaration of military status affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits or merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Lakeview in connections with foreclosure, bankruptcy and eviction actions, proofs of claim, confirmations and reaffirmations.
5. To prepare, execute and deliver any and all documents or perform or direct the performance of any and all acts in connection with any disputes or inquiries relating to the Loans, including, but without limitation, tax, hazard insurance, title insurance, mortgage insurance or guarantee and homeowner association matters.
6. To endorse any checks or instruments that are received by Flagstar and made payable to Lakeview regarding a Loan.

Lakeview further grants to Subservicer the limited power of substituting LoanCare, LLC for the purpose of executing documents for the above purposes (1)-(6), at the management and direction of Subservicer and in connection with defaulted Loans.

Lakeview further grants to Flagstar, its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the forgoing powers, and ratifies every act that Flagstar has lawfully performed or which Flagstar may lawfully perform in exercising those powers by virtue hereof.

Lakeview further grants to Flagstar the limited power of substitution and revocation of another party for the purpose and only for the purpose of endorsing or assigning notes or Mortgages in Lakeview's name, and hereby ratifies and confirms all that the attorney-in-fact, or its substitute or substitutes, shall lawfully do or cause to be done by authority of this Limited Power of Attorney and the rights and powers granted hereby.


Flagstar shall indemnify, defend and hold harmless Lakeview and its successors and assigns from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages,

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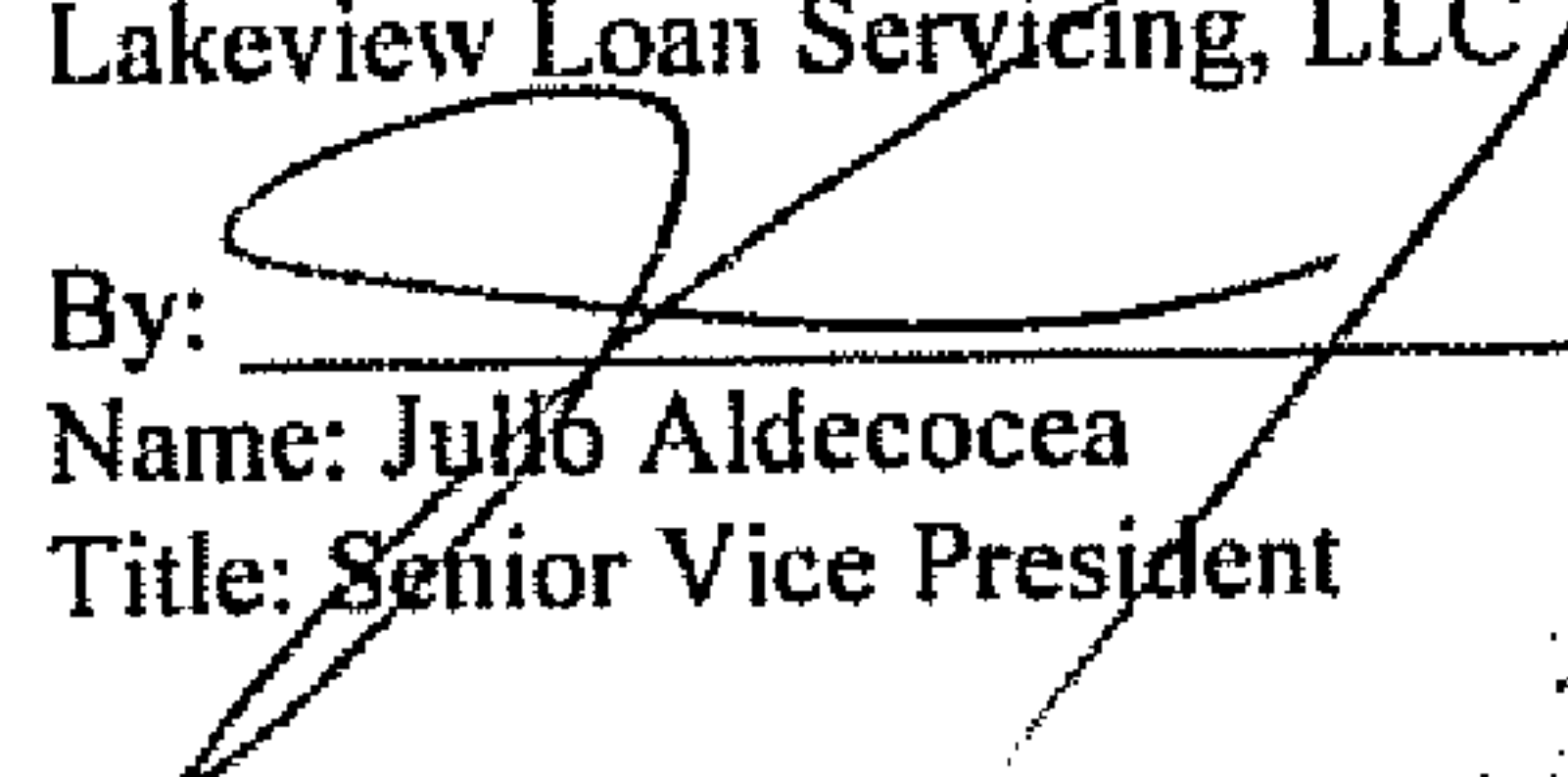
liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Flagstar (or its substitute or substitutes) pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of, or misuse of, this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, Lakeview Loan Servicing, LLC has executed this Limited Power of Attorney on the 12th day of October, 2016.


Witness: Maria V. Rinaldi


Witness: Carolina Pérez

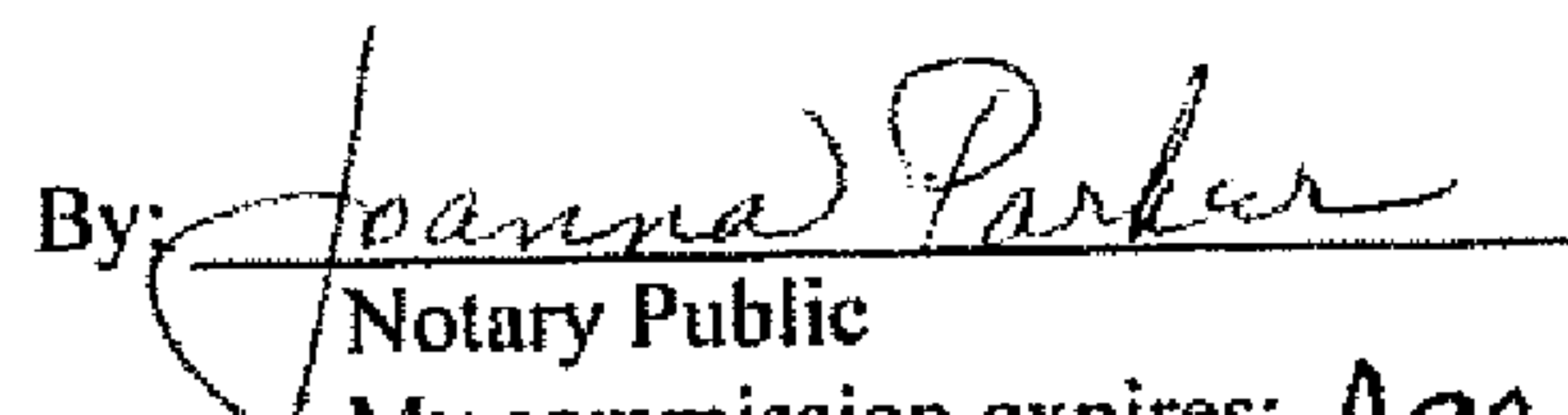
Lakeview Loan Servicing, LLC

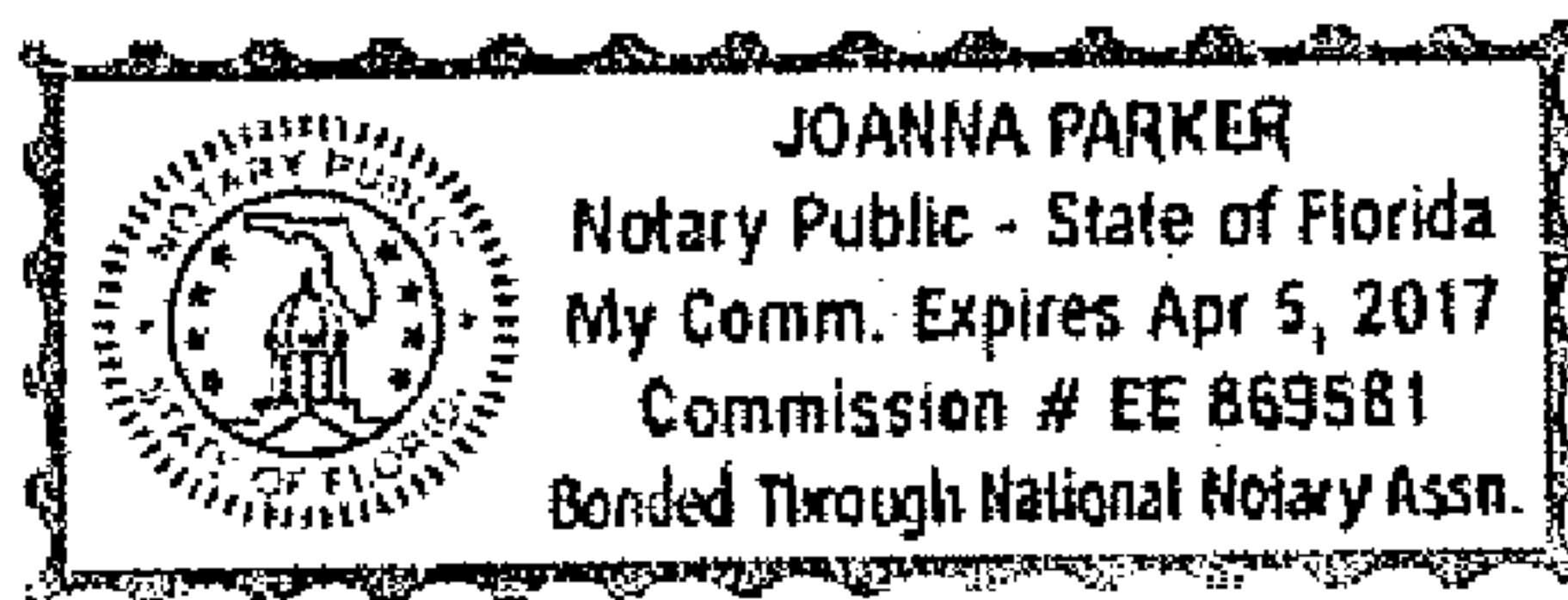
By: 
Name: Julio Aldecocoea
Title: Senior Vice President

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

On the 12th day of October, 2016, before me, Joanna Parker, a notary public within Miami-Dade County, personally appeared Julio Aldecocoea, Senior Vice President of Lakeview Loan Servicing, LLC whose address is 4425 Ponce de Leon Blvd, MS 5-251, Coral Gables, Florida 33146, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

By: 
Notary Public
My commission expires: APRIL 05, 2017



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/04/2018 09:23:07 AM
\$91.50 CHERRY
20180404000111090



BK/PG: 1501/1979-1981
17005842
3 PGS:AL-POWER OF ATTORNEY
BATCH: 110654
05/17/2017 - 02:00 PM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 15.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 17.00
STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS