

**THIS INSTRUMENT WAS PREPARED BY:**

Michael Lindsey, Esq.  
244 Inverness Center Dr Ste 200  
Birmingham, AL 35242

**SEND TAX NOTICES TO:**

Novad Management Consulting  
2401 NW 23rd St Suite 1A1  
Oklahoma City, OK 73107

**GRANTOR**

Juliette B. Ingram  
Pamela I. McCullough  
2609 Diamond Circle  
Birmingham, AL 35216

**GRANTEE**

Secretary Of Housing And Urban  
Development  
2401 NW 23rd St Suite 1A1  
Oklahoma City, OK 73107

Property Address: 5560 Hwy 16, Montevallo, AL 35115

Purchase Price: \$281,659.75 \*\*\*Mortgagee credit\*\*\*

Sale Date: 7-26-18

**20181004000354620**

**10/04/2018 09:36:12 AM**

**DEEDS 1/5**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**DEED IN LIEU OF FORECLOSURE**

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of the sum of \$281,659.75 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Juliette B. Ingram**, widowed, and **Pamela I. McCullough** (hereinafter referred to as "Grantor(s)"), does/do hereby grant, bargain, sell, and convey unto **Secretary Of Housing And Urban Development** (hereinafter referred to as "Grantee"), all of that certain property situated in Shelby County, Alabama to wit:

Commence at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 22 South, Range 3 West; thence run South 88 degrees, 08 minutes, 08 seconds West for 658.20 feet to the point of beginning; thence continue on the last described course for 322.35 feet; thence run South 01 degrees, 49 minutes, 30 seconds East for 50.00 feet; thence run South 87 degrees, 03 minutes, 55 seconds West for 305.77 feet to a point on the Easterly right of way line of Shelby County Road 16; thence run North 04 degrees, 06 minutes, 41 seconds West along said road for 978.52 feet; thence run North 87 degrees, 40 minutes, 31 seconds east for 630.36 feet; thence run South 04 degrees, 05 minutes, 45 seconds East for 927.82 feet to the point of beginning. ALSO known as Lot 2, Ingam Acres, (unrecorded subdivision).

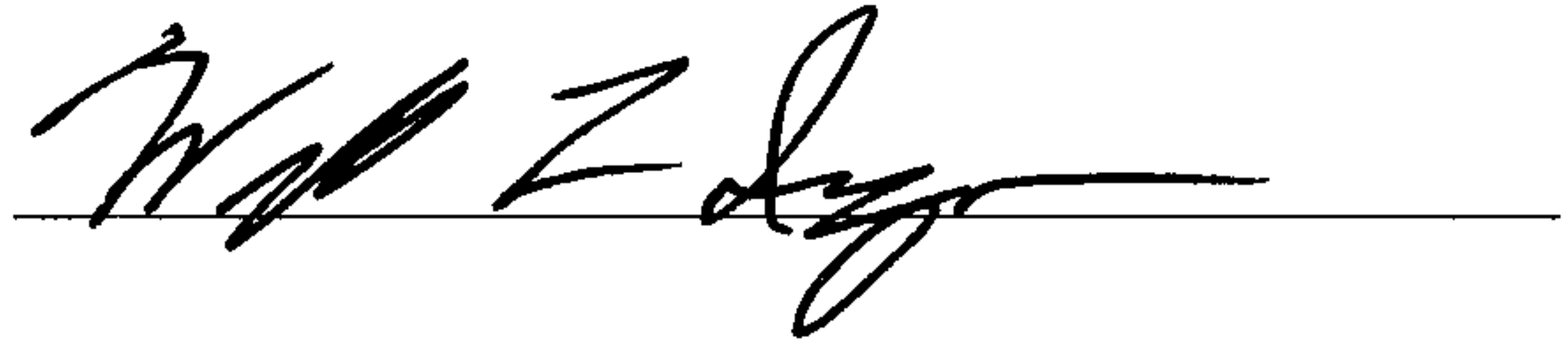
Juliette B. Ingram is the surviving grantor of that certain deed recorded in Instrument No. 1995-24845, Billy N. Ingram having died on or about June 10, 2014.

**THIS IS A DEED IN LIEU OF FORECLOSURE.** It is the intention of the Grantor(s) and the Grantee that this deed, and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of Sections 35-10-50 et seq. of the Code of Alabama (1975), as amended. Without limiting the generality of the foregoing sentence, the Grantor(s) and the Grantee agree that this deed shall have the effect of transferring absolute title to the above described property to the Grantee free and clear of any statutory or equitable right of redemption in the Grantor(s) or anyone claiming by or through the Grantor(s). It is the further intention of the Grantor(s) and Grantee that the lien created by that certain Mortgage from Juliette B. Ingram and Billy N. Ingram to Wells Fargo Bank, N.A., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20090205000037890, and subsequently transferred and assigned to Secretary Of Housing And Urban Development, and said assignment being recorded in Instrument Number 20170512000165800; will not merge into the fee title acquired by the Grantee pursuant to this deed. No such merger will occur until such time as the Grantee executes a written instrument specifically effecting such merger or releasing said Mortgage and duly recording the same.

TO HAVE AND TO HOLD to Grantee and its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantor(s) do/does for him/her/themselves and their heirs and assigns, covenant with Grantee, its successors and assigns, that he/she/they are lawfully seized in fee simple of said real estate, that it is free from all encumbrances (excepting only the Mortgage described above), that he/she/they has/have good right to sell and convey the same as aforesaid, and that he/she/they will and his/her/their heirs and assigns shall warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have caused these presents to be executed this the 26 day of July, 2018.

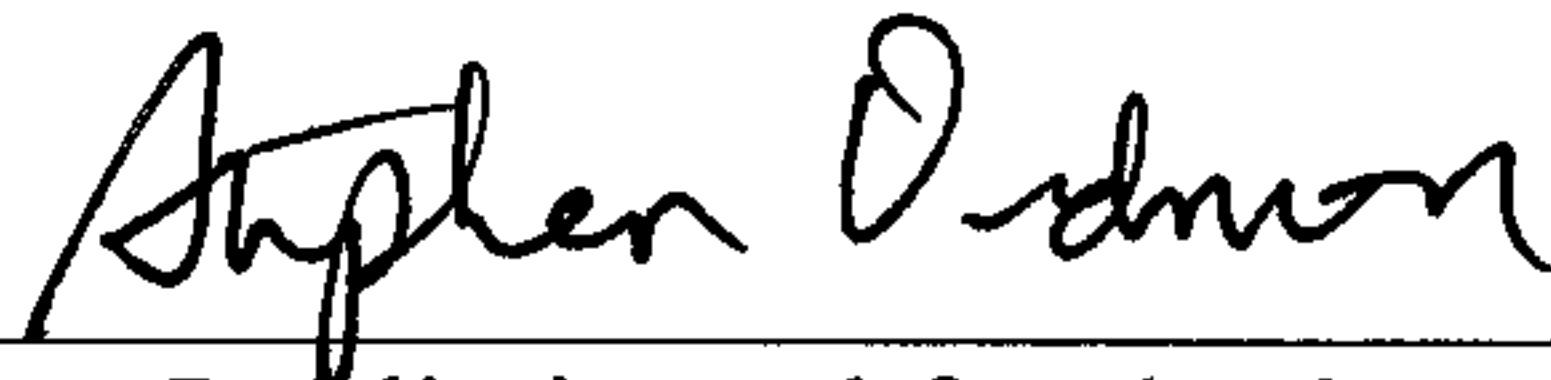
**William L. Ingram as Attorney- in- Fact  
for Juliette B. Ingram**



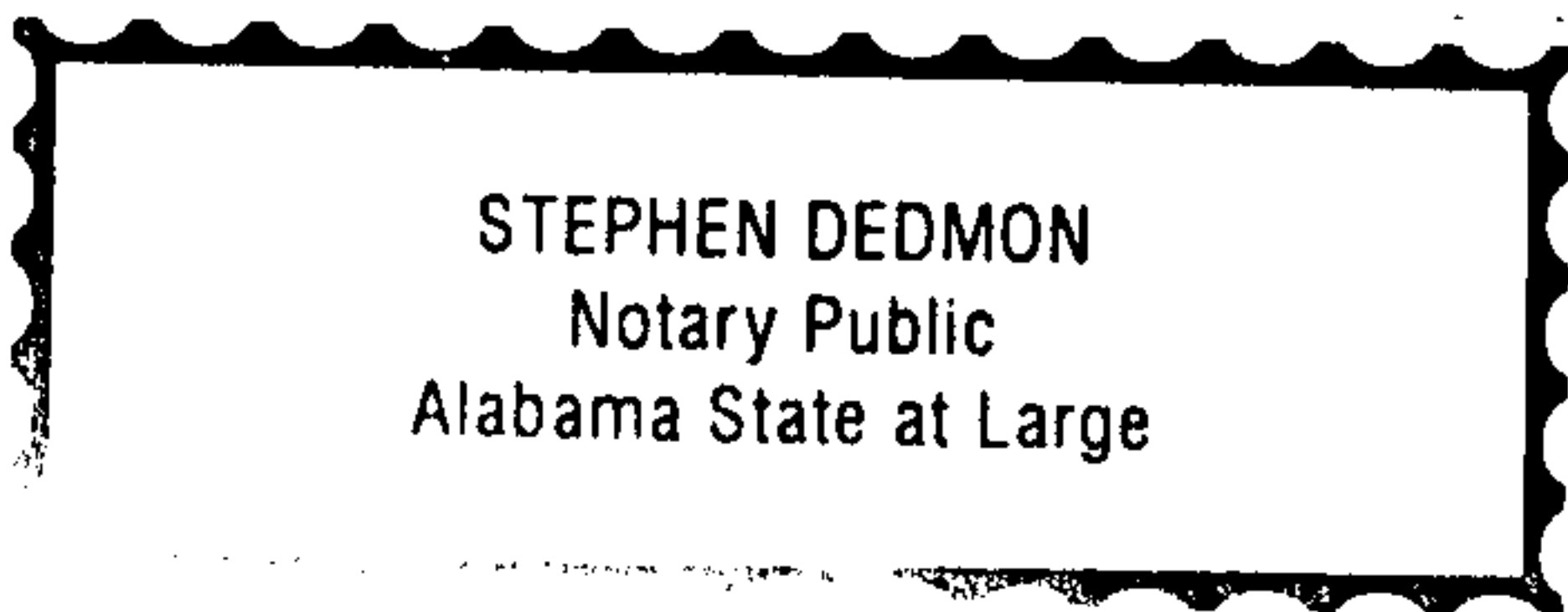
STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County and in said State, do hereby certify that William L. Ingram as Attorney- in- Fact for Juliette B. Ingram, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily on the day the same bears date.

GIVEN under my hand, on this 26<sup>th</sup> day of July, 2018.



Notary Public in and for the State of Alabama  
My Commission Expires: 5/11/19



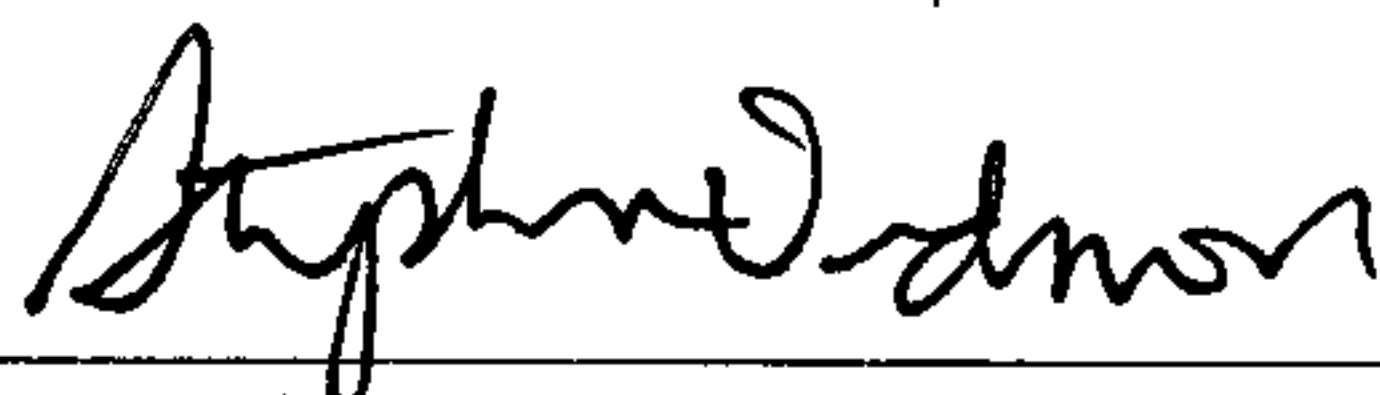
**Pamela I. McCullough**



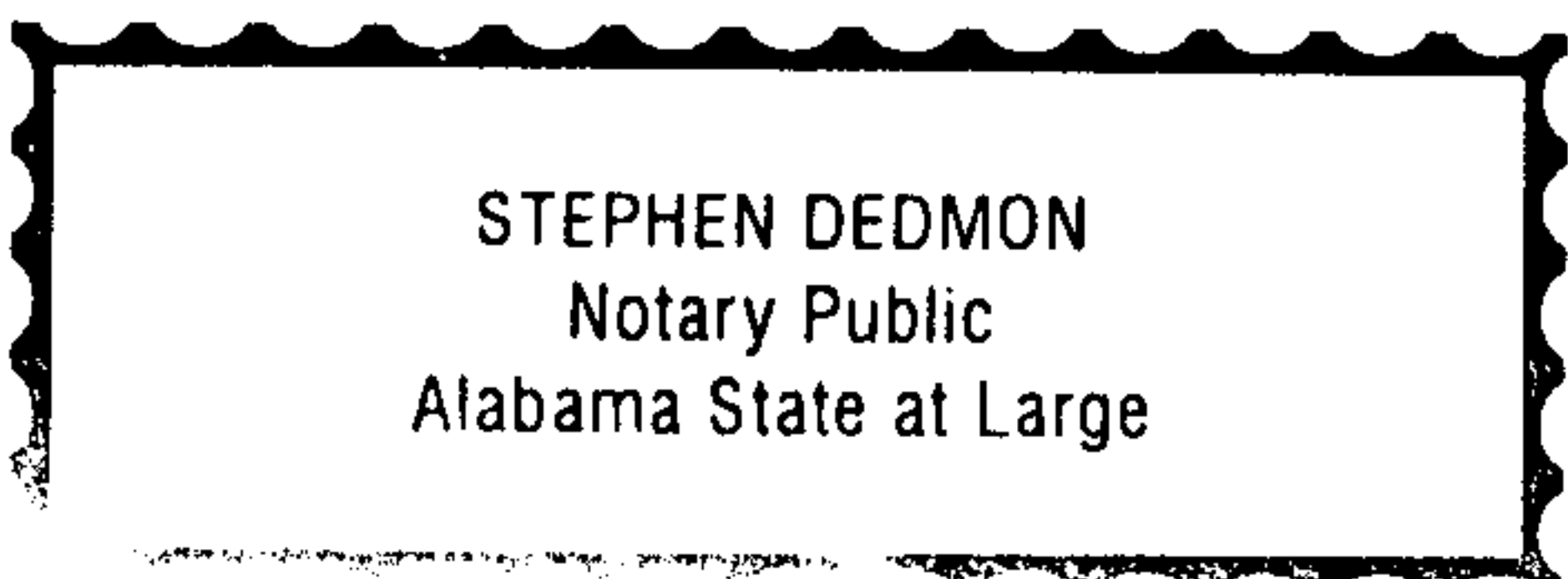
STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County and in said State, do hereby certify that Pamela I. McCullough, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily on the day the same bears date.

GIVEN under my hand, on this 26<sup>th</sup> day of July, 2018.



Notary Public in and for the State of Alabama  
My Commission Expires: 5/11/19





**DEED IN LIEU OF FORECLOSURE AFFIDAVIT AND ESTOPPEL CERTIFICATE**

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

William L. Ingram as Attorney-in Fact for Juliette B. Ingram and Pamela I. McCullough, being duly sworn, depose and say:

That undersigned grantor(s) (collectively "Grantor" or "Mortgagor") made, executed, and delivered that certain deed (the "Deed") to Secretary Of Housing And Urban Development ("Grantee") dated 7-26-2018, conveying the following described property, known as 5560 Hwy 16, Montevallo, AL 35115, more particularly described as follows (the "Premises"):

**Commence at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 22 South, Range 3 West; thence run South 88 degrees, 08 minutes, 08 seconds West for 658.20 feet to the point of beginning; thence continue on the last described course for 322.35 feet; thence run South 01 degrees, 49 minutes, 30 seconds East for 50.00 feet; thence run South 87 degrees, 03 minutes, 55 seconds West for 305.77 feet to a point on the Easterly right of way line of Shelby County Road 16; thence run North 04 degrees, 06 minutes, 41 seconds West along said road for 978.52 feet; thence run North 87 degrees, 40 minutes, 31 seconds east for 630.36 feet; thence run South 04 degrees, 05 minutes, 45 seconds East for 927.82 feet to the point of beginning. ALSO known as Lot 2, Ingam Acres, (unrecorded subdivision).**

Juliette B. Ingram is the surviving grantor of that certain deed recorded in Instrument No. 1995-24845, Billy N. Ingram having died on or about June 10, 2014.

That the undersigned makes this Affidavit for and on behalf of the Grantor.

That the Deed is intended to be and is an absolute conveyance of the title to the Premises to the Grantee, and it was not and is not intended as a mortgage, trust conveyance, or security device of any kind; that it is the intention of the Grantor that the Deed unconditionally and absolutely convey to the Grantee all of the Grantor's right, title, and interest in and to the Premises; that the Grantor has no right, option or obligation to redeem the Premises or to acquire, reacquire or repurchase any portion of the Premises or any rights or interests with respect thereto.

That Grantor has vacated the Premises, and possession of the Premises has been surrendered to the Grantee.

That there are no other agreements, written or otherwise, between the Grantor and Grantee, relating to the Premises or the Deed.

That the Deed was not given as a fraudulent transfer or preference against any other creditors of the Grantor; that at the time it was given, there was no other persons or entities, other than the Grantee, interested, either directly or indirectly in the Premises; that the Grantor is solvent and


has no other creditors whose rights would be prejudiced by such conveyance, and that the Grantor is not obligated upon any debt or other mortgage whereby any lien has been created or exists against the Premises.

That in the execution and delivery of the Deed the Grantor fully understands the effects thereof, and acted freely and voluntarily, and was not acting under coercion, duress or undue influence.

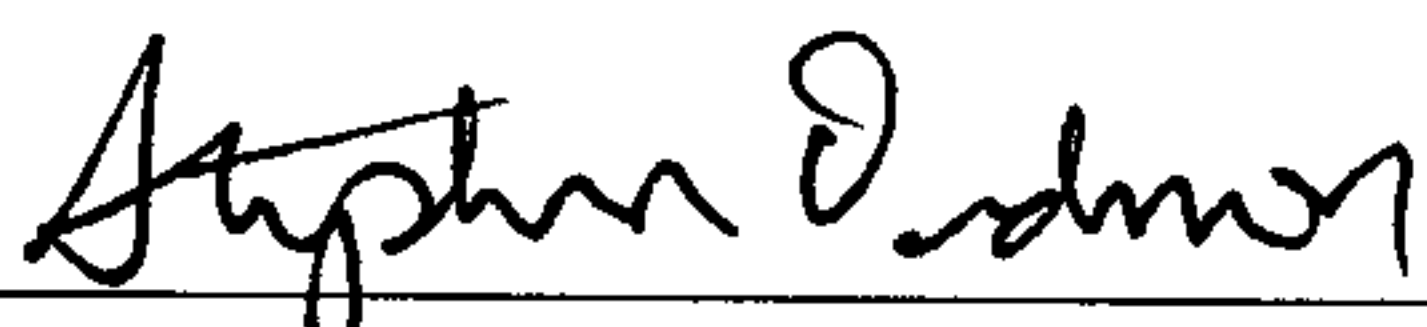
That the consideration for the Deed was and is the full and unconditional release and cancellation of all debts, liabilities, obligations, costs, and charges owed by the undersigned, and all guarantors, if any, and secured by that certain mortgage encumbering the Premises, executed by Billy N. Ingram and Juliette B. Ingram to Wells Fargo Bank, N.A., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20090205000037890; and subsequently transferred and assigned to Secretary Of Housing And Urban Development, and said assignment being recorded in Instrument Number 20170512000165800; (collectively, the "Mortgage") and the release of record of the Mortgage; and that at the time of the making the Deed, the outstanding debt owed by the Grantor to the Grantee equaled or exceeded the fair market value of the Premises.

Mortgagor(s) agree to hold harmless and indemnify the aforesaid grantee, Secretary Of Housing And Urban Development against any and all expenses, including attorneys' fees, damages, judgments, fines and amounts paid in settlement and any other amounts that Lender becomes legally obligated to pay because of any claim or claims made against or by me in connection with any threatened, pending or completed action, suit or proceeding, to which grantee is, was or at any time becomes a party, or is threatened to be made a party, pursuant to the subject property and deed.

**William L. Ingram as Attorney- in- Fact for Juliette B. Ingram**

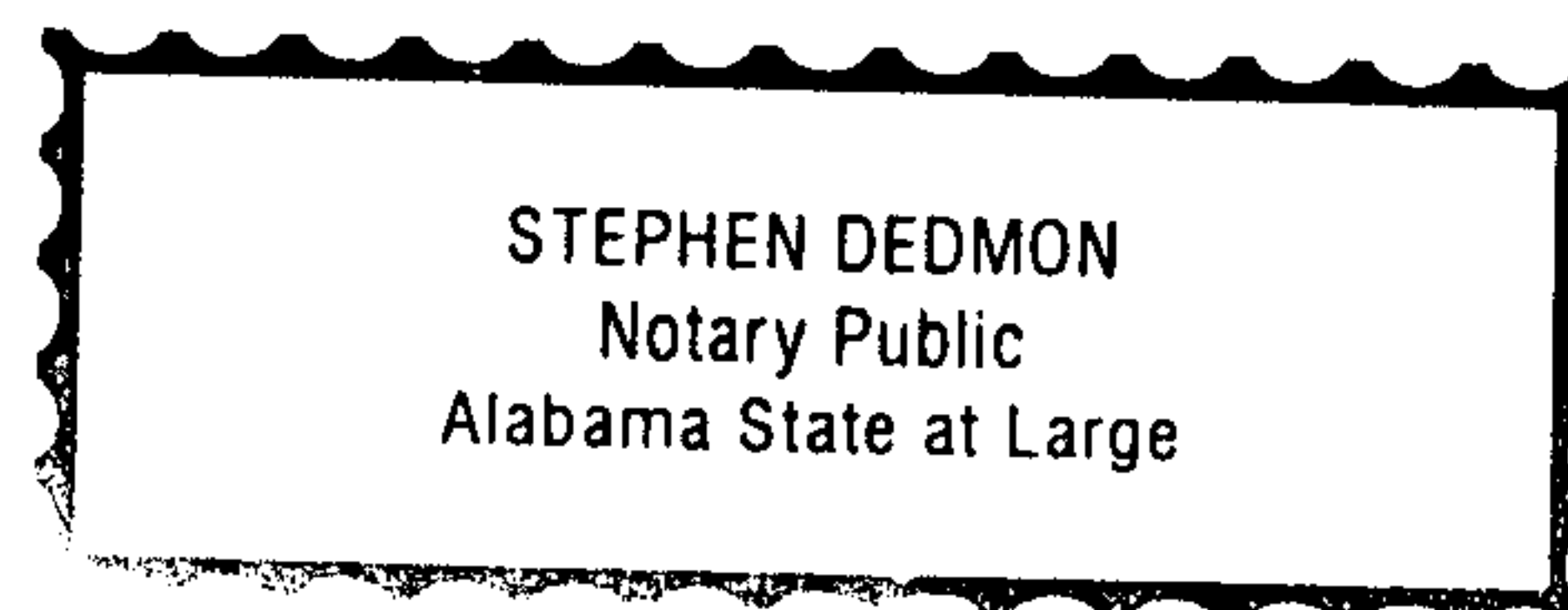


Sworn to before me this 26<sup>th</sup> day of July, 2018.

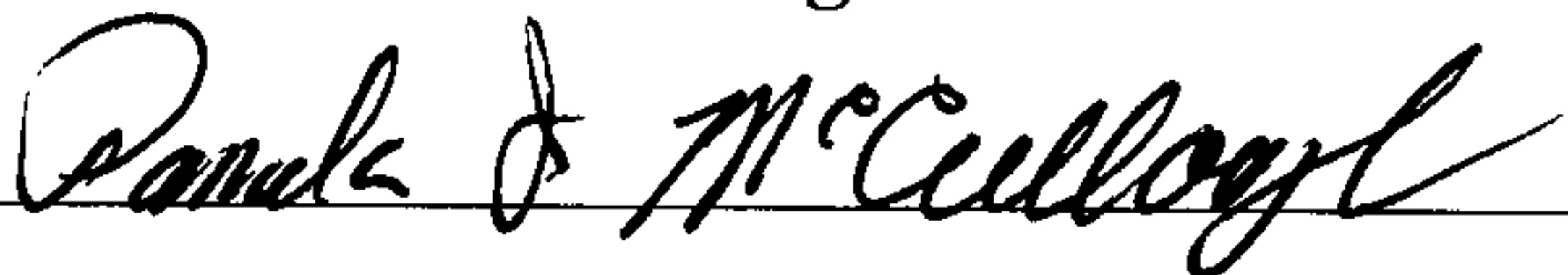


Notary Public

My Comm Exp: 5/11/19



**Pamela I. McCullough**

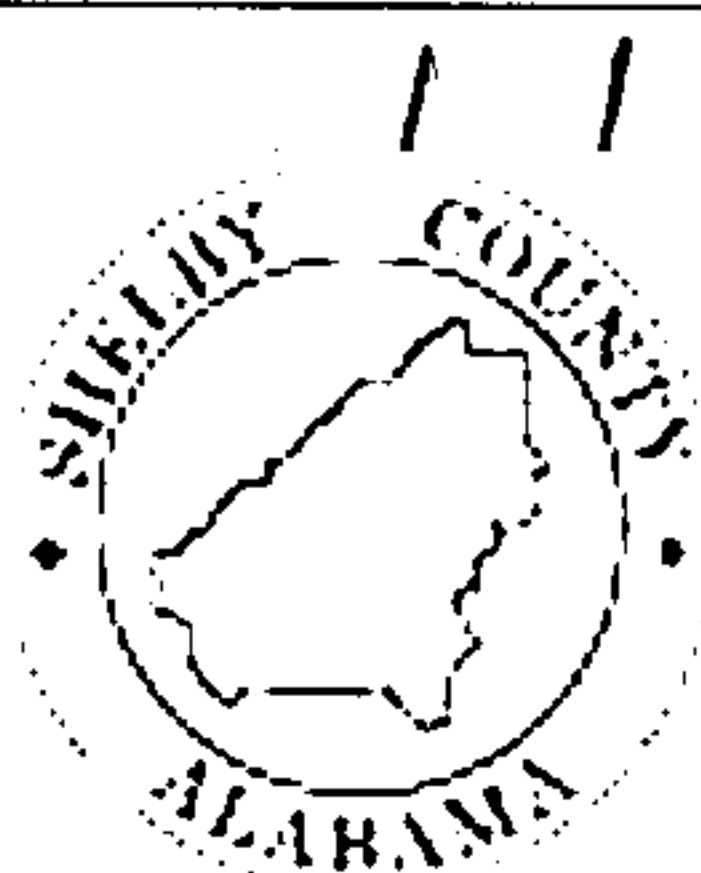


Sworn to before me this 26<sup>th</sup> day of July, 2018.



Notary Public

My Comm Ex



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/04/2018 09:36:12 AM  
\$28.00 CHERRY  
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