

STATE OF ALABAMA)
SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under that certain Note secured by that certain Mortgage executed by Gail M. Ferguson and James H. Ferguson, wife and husband, to Mortgage Electronic Registration Systems, Inc., as nominee for New South Federal Savings Bank, dated the 26th day of January, 2009, recorded in Instrument Number 20090206000040940, in the Probate Office of Shelby County, Alabama; said mortgage subsequently transferred and assigned to EverBank by instrument recorded in Instrument Number 20160929000356810, in the aforesaid 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, **GAIL M. FERGUSON, AN UNREMARIED WIDOW AND AMY LYNN BUTLER AND ARTHUR BUTLER, HUSBAND AND WIFE** (herein referred to as "Grantors"), do hereby grant, bargain, sell and convey unto **TIAA, FSB D/B/A TIAA BANK F/K/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:

Lot 362, according to the Survey of Waterford Highlands, Sector 1 as recorded in Map Book 27, Page 137 in the Probate Office of Shelby County, Alabama.

James H. Ferguson, co-grantee in deeds recorded in Instrument No. 2002-13017, in the aforesaid Probate Office, died on or about May 30, 2012 in Shelby County, Alabama.

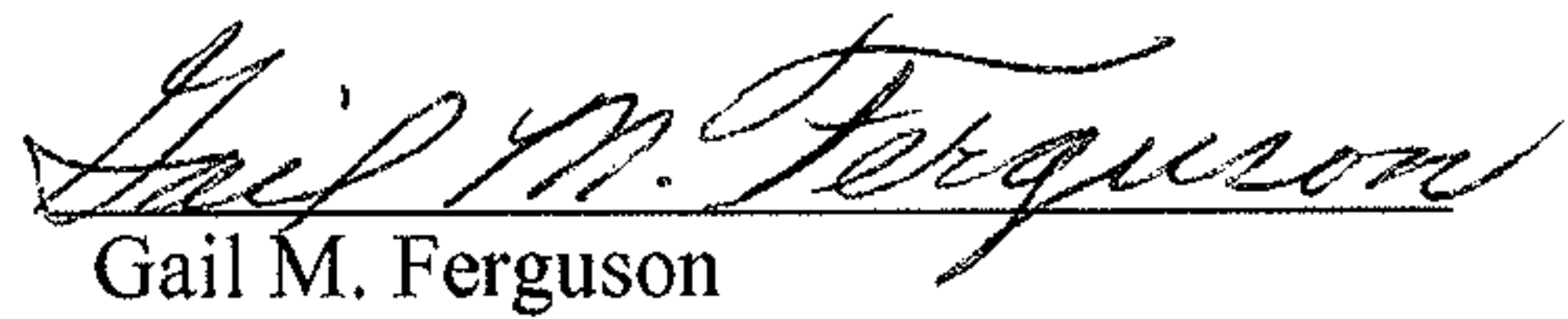
This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantors.

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 Grantors, 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 Grantors do assign 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 15 day of October, 2018.

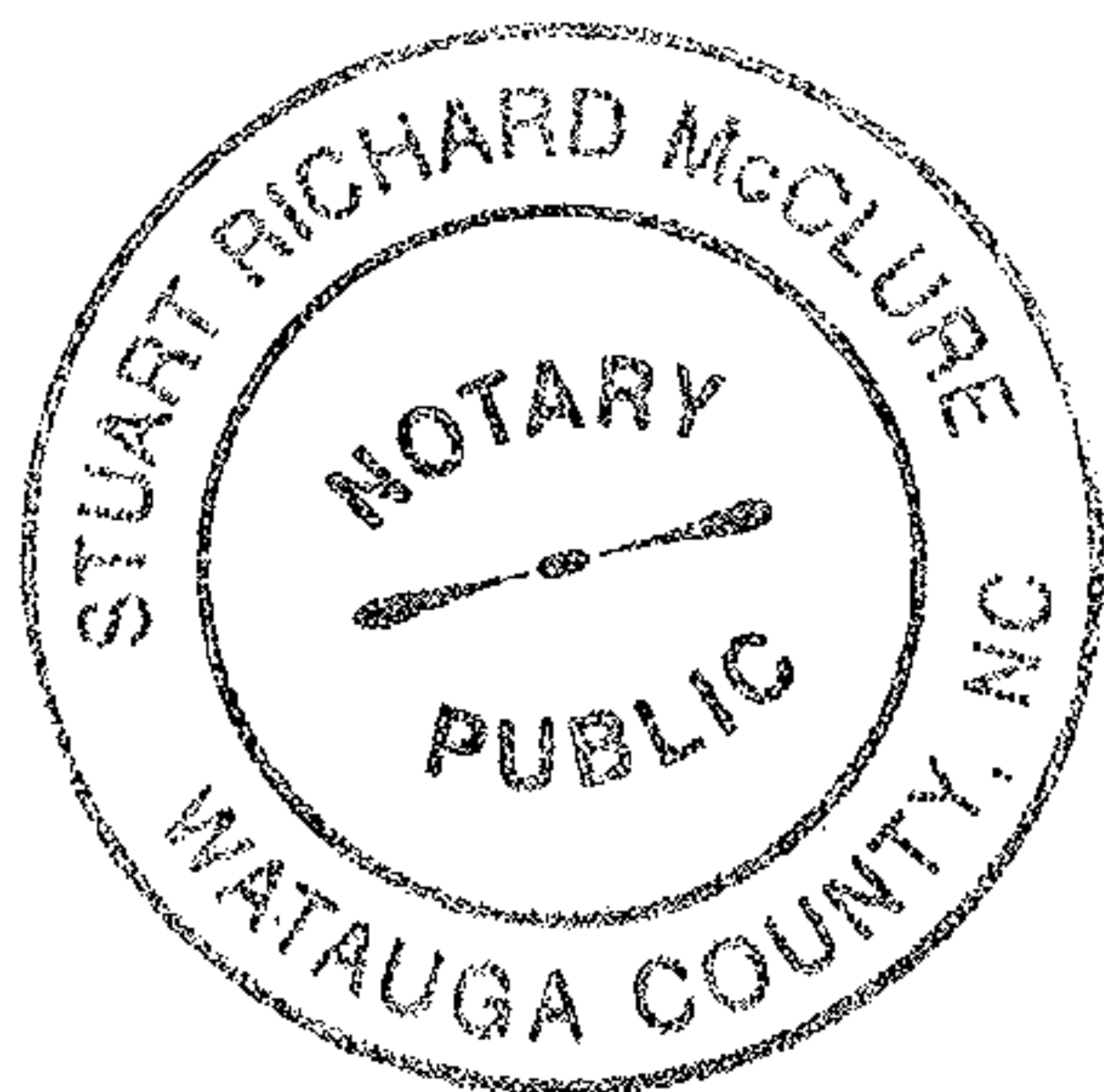

Gail M. Ferguson

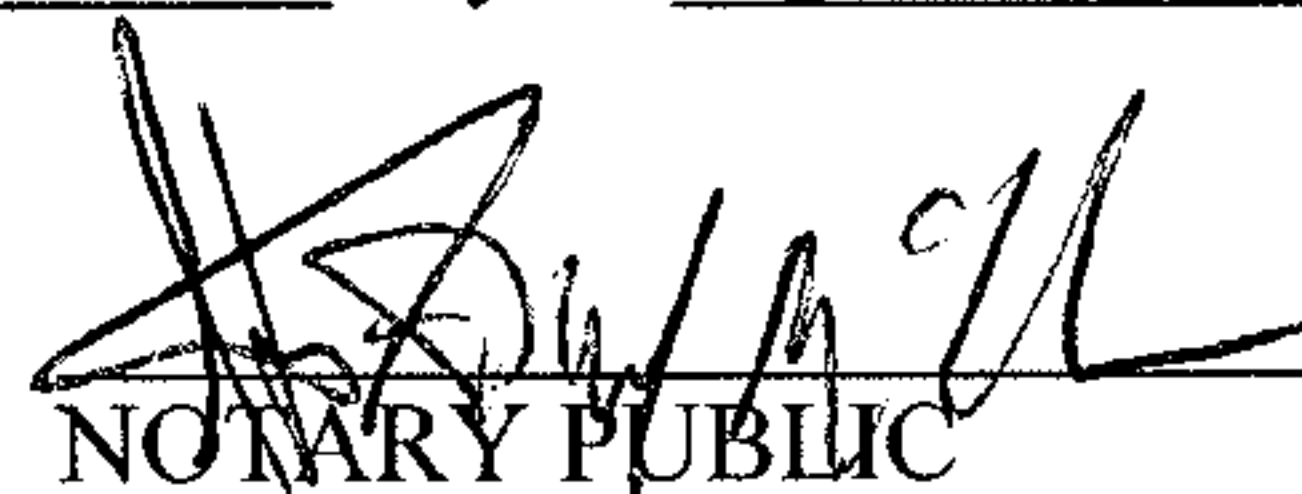
NOTARY ACKNOWLEDGEMENT

STATE OF NC)
Watauga COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gail M. Ferguson, an unmarried widow, 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 15th day of October, 2018.




NOTARY PUBLIC

My Commission Expires: 05/03/2023

IN WITNESS WHEREOF, the Grantors have hereunto set their signature this the 6th day of October, 2018.

Amy Lynn Butler
Amy Lynn Butler

Arthur Butler
Arthur Butler

NOTARY ACKNOWLEDGEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Amy Lynn Butler and Arthur Butler, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 6th day of OCTOBER, 2018.

[Signature]
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES DECEMBER 15, 2020

This Instrument Prepared By:
Caroline E. Walker, Esq.
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, AL 35255-5727
Sirote File # 438802

Real Estate Sales Validation Form

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

Grantor's Name	<u>Rejeana A. Winsted</u> <u>Nicky Joel Winsted</u>	Grantee's Name	<u>TIAA, FSB d/b/a TIAA Bank f/k/a EverBank</u> <u>c/o TIAA, FSB d/b/a TIAA Bank f/k/a EverBank</u>
Mailing Address	<u>301 West Bay Street</u> <u>Jacksonville, FL 32202</u>	Mailing Address	<u>301 West Bay Street</u> <u>Jacksonville, FL 32202</u>
Property Address	<u>704 Waterford Lane</u> <u>Calera, AL 35040</u>	Date of Sale	<u>October 15, 2018</u>
		Total Purchase Price or Actual Value	\$ _____
		or Assessor's Market Value	\$ <u>152,400</u>

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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other <u>Assessor's Market Value</u>
<input type="checkbox"/> 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 _____

____ Unattested

(verified by)

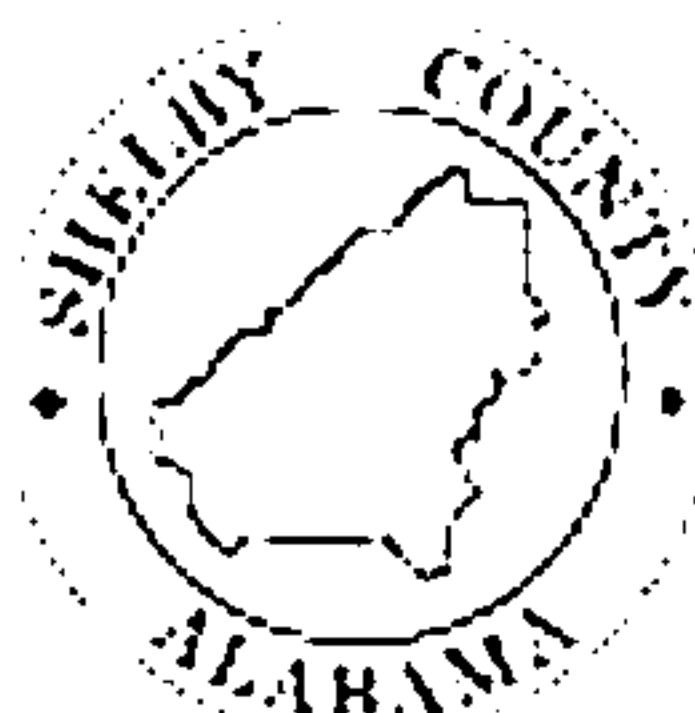
Print

Kayla Bates

Sign

Kayla Bates

(Grantor / Grantee / Owner / Agent) circle one



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/12/2019 11:27:18 AM
\$30.00 CHARITY
20190212000044540

Allen S. Bayl