

20191209000453400  
12/09/2019 10:46:54 AM  
CORDEED 1/7

**THIS INSTRUMENT WAS PREPARED BY:**

Michael Lindsey, Esq.  
244 Inverness Center Drive  
Suite 200  
Birmingham, AL 35242

**SEND TAX NOTICES TO:**

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

**GRANTOR**

Fred A. Walker  
5801 Eastdale Drive  
Montgomery, AL 36117

**GRANTEE**

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

Property Address: 511 Wallace Drive, Shelby, AL 35143

Purchase Price: \$402,697.44 \*\*\*Mortgagee credit\*\*\*

Sale Date: 8 November 2017

20191122000435530

11/22/2019 12:46:50 PM

DEEDS 1/6

STATE OF ALABAMA )  
COUNTY OF SHELBY )

*\*\*\* BEING RE-RECORDED TO CORRECT MARITAL STATUS AND TO ADD MISSING PAGE THAT WASN'T  
ORIGINALLY RECORDED*

**DEED IN LIEU OF FORECLOSURE**

**KNOW ALL MEN BY THESE PRESENTS,** That in consideration of the sum of \$402,697.44 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Fred A. Walker**, <sup>WIDOWED</sup> ~~a married man~~ (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:

**Parcel I:**

Parcel 4-A2 according to the map of Oglesby Amendment to Shelby Shores as recorded in Map Book 13, Page 34, being a resurvey of Lot 4-A, 1986 Addition to Shelby Shores as recorded in Map Book 10, Page 51 in the Probate Office of Shelby County, Alabama.

**ALSO**

A Parcel of land in the East 1/2 of the SW 1/4 of Section 7, Township 22 South, Range 2 East, Shelby County, Alabama, described as follows: Begin at the Northwest corner of Parcel 4-A of the 1986 addition to Shelby Shores as recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the Southwest lien of said Parcel 4-A a distance of 1407.47 feet; thence turn left 41 degrees 34 minutes 40 seconds and continue Southeast along the Southwest lien of said Parcel 4-A a distance of 200.00 feet; thence turn right 90

20191122000435530 11/22/2019 12:46:50 PM DEEDS 2/6

degrees 00 minutes 00 seconds and run Southwest 60 feet; thence turn right 90 degrees 00 minutes 00 seconds and run Northwest 222.97 feet; thence turn right 41 degrees 54 minutes 40 seconds and continue Northwest 1432.85 feet to a point on the Southeast right-of-Way and Shelby County Highway #42; thence turn right 92 degrees 19 minutes 10 seconds and run Northeast along said right of way 60 feet to the point of beginning. According to survey of Amos Cory, P.L.S. 10550, dated September 18, 1987.

Parcel II:

Commence at the Northwest corner of the SE 1/4 of the SW 1/4 of Section 7, Township 22 South, Range 2 East, Shelby County, Alabama, and run thence Easterly along the North line of said Quarter-Quarter 330.79 feet to a point; thence turn 90 degrees 00 minutes 00 seconds left and run Northerly 426.69 feet to a point on the Southerly margin of Shelby County Highway No. 42; thence turn 154 degrees 09 minutes 23 seconds right and run Southeasterly 1,031.95 feet to a steel pin corner and the point of beginning of the property being described; thence continue along last described course 335.94 feet to a steel pin corner; thence turn 138 degrees 05 minutes 20 seconds right and run Westerly 250.01 feet to a steel pin corner; thence turn 90 degrees 00 minutes 00 seconds right and run Northerly 224.40 feet to the point of beginning. According to survey of Joseph F. Conn, R.L.S. 9049, dated July 24, 1996.

Parcel III:

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 7, Township 22 South, Range 2 East, thence run East along the South line thereof 325.37 feet; thence 90 degrees left run Northerly 426.69 feet to the Southerly right of way of Shelby County Highway 42 and the point of beginning; thence 154 degrees 09 minutes 23 seconds right run Northeasterly along said right of way 60.00 feet; thence 87 degrees 40 minutes 50 seconds right run Southeasterly 1394.19 feet; thence 81 degrees 06 minutes 02 seconds right run Southwesterly 60.61 feet; thence 98 degrees 53 minutes 58 seconds right run Northwesterly 1406.00 feet to the point of beginning.  
APN: 31 3 07 0 002 001.039

Bettye J. Walker expired on or about December 14, 2009.

**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 Fred A. Walker to WAF World Alliance Financial Corp., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20090918000358480; and subsequently transferred and assigned to WAF World Alliance Financial Corp., and said assignment being recorded in Instrument No. 20100520000159160; and subsequently transferred and assigned to Mortgage Electronic Registration Systems, Inc, as nominee for Bank of America, N.A. to Bank of America, N.A. , and said assignment being recorded in Instrument No. 20150925000335560; and subsequently transferred and assigned to Secretary Of Housing And Urban Development, and said assignment being recorded in Instrument No. 20151229000441450; 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.



20191122000435530 11/22/2019 12:46:50 PM DEEDS 3/6

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have caused these presents to  
be executed this the 8 day of November, 2019.

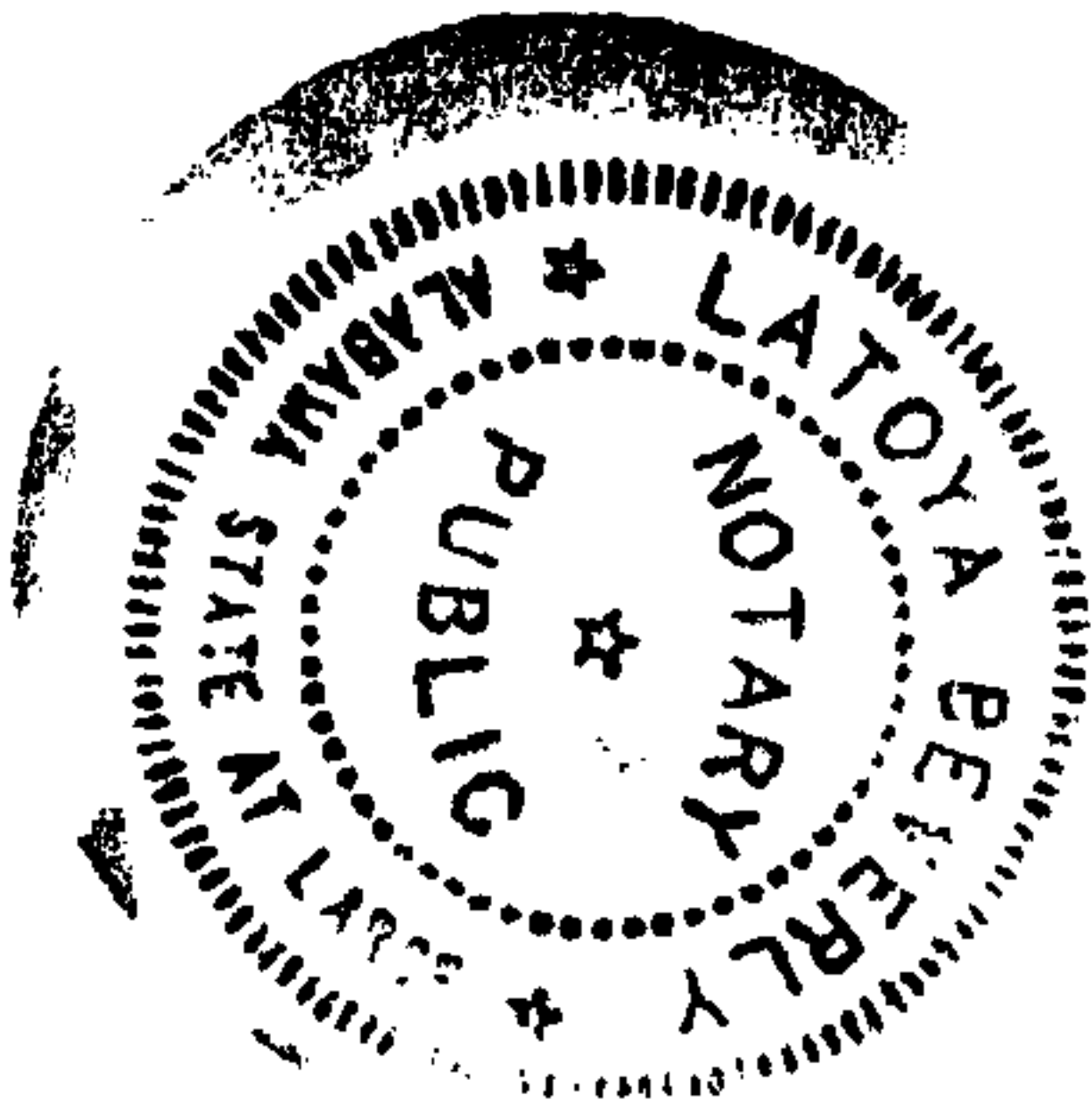
Fred A. Walker

Fred A. Walker

STATE OF ALABAMA )  
COUNTY OF ~~SHELBY~~ )  
Montgomery

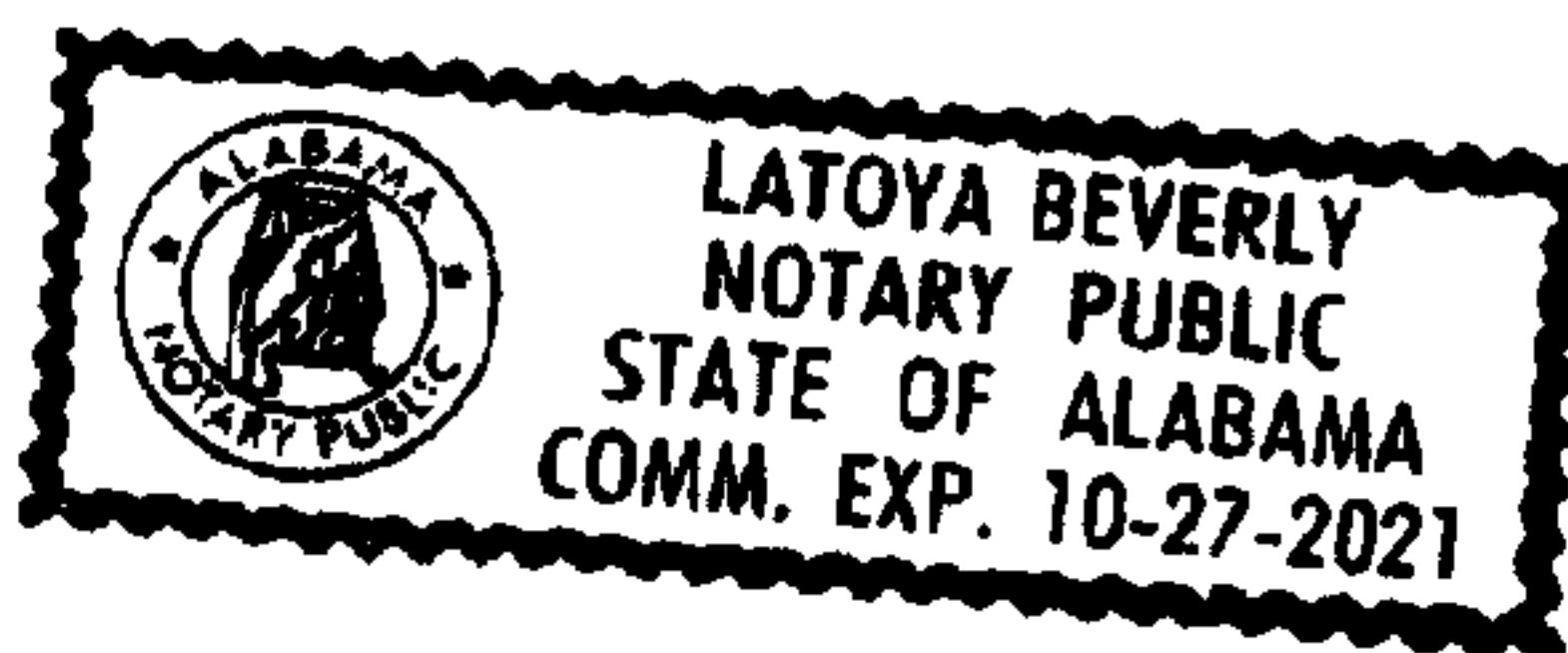
I, the undersigned authority, a Notary Public in and for said County and in said State, do hereby certify that Fred A. Walker, whose name(s) is/are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily on the day the same bears date.

GIVEN under my hand, on this 8th day of November, 2019.



Latoya Beverly

Notary Public in and for the State of Alabama  
My Commission Expires:



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

STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

Fred A. Walker, 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 8 November 2019, conveying the following described property, known as 511 Wallace Drive, Shelby, AL 35143, more particularly described as follows (the "Premises"):

**Parcel I:**

**Parcel 4-A2 according to the map of Oglesby Amendment to Shelby Shores as recorded in Map Book 13, Page 34, being a resurvey of Lot 4-A, 1986 Addition to Shelby Shores as recorded in Map Book 10, Page 51 in the Probate Office of Shelby County, Alabama.**

**ALSO**

**A Parcel of land in the East 1/2 of the SW 1/4 of Section 7, Township 22 South, Range 2 East, Shelby County, Alabama, described as follows: Begin at the Northwest corner of Parcel 4-A of the 1986 addition to Shelby Shores as recorded in the Office of the Judge of Probate of Shelby County, Alabama: thence run Southeasterly along the Southwest lien of said Parcel 4-A a distance of 1407.47 feet; thence turn left 41 degrees 34 minutes 40 seconds and continue Southeast along the Southwest lien of said Parcel 4-A a distance of 200.00 feet; thence turn right 90 degrees 00 minutes 00 seconds and run Southwest 60 feet; thence turn right 90 degrees 00 minutes 00 seconds and run Northwest 222.97 feet; thence turn right 41 degrees 54 minutes 40 seconds and continue Northwest 1432.85 feet to a point on the Southeast right-of-Way and Shelby County Highway #42; thence turn right 92 degrees 19 minutes 10 seconds and run Northeast along said right of way 60 feet to the point of beginning. According to survey of Amos Cory, P.L.S. 10550, dated September 18, 1987.**

**Parcel II:**

**Commence at the Northwest corner of the SE 1/4 of the SW 1/4 of Section 7, Township 22 South, Range 2 East, Shelby County, Alabama, and run thence Easterly along the North line of said Quarter-Quarter 330 79 feet to a point; thence turn 90 degrees 00 minutes 00 seconds left and run Northerly 426 69 feet to a point on the Southerly margin of Shelby County Highway No. 42; thence tun 154 degrees 09 minutes 23 seconds right and run Southeasterly 1,031 95 feet to a steel pin corner and the point of beginning of the property being described; thence continue along last described course 335.94 feet to a steel pin corner; thence turn 138 degrees 05 minutes 20 seconds right and run Westerly 250.01 feet to a steel pin corner; thence turn 90 degrees 00 minutes 00 seconds right and run Northerly 224.40 feet to the point of beginning. According to survey of Joseph F. Conn, R.L.S. 9049, dated July 24, 1996.**

20191122000435530 11/22/2019 12:46:50 PM DEEDS 5/6

**Parcel III:**

**Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 7, Township 22 South, Range 2 East, thence run East along the South line thereof 325.37 feet; thence 90 degrees left run Northerly 426.69 feet to the Southerly right of way of Shelby County Highway 42 and the point of beginning; thence 154 degrees 09 minutes 23 seconds right run Northeasterly along said right of way 60.00 feet; thence 87 degrees 40 minutes 50 seconds right run Southeasterly 1394.19 feet; thence 81 degrees 06 minutes 02 seconds right run Southwesterly 60.61 feet; thence 98 degrees 53 minutes 58 seconds right run Northwesterly 1406.00 feet to the point of beginning. APN: 31 3 07 0 002 001.039**

**Bettye J. Walker expired on or about December 14, 2009.**

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 Fred A. Walker to WAF World Alliance Financial Corp., which said mortgage was recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20090918000358480, 0; and subsequently transferred and assigned to WAF World Alliance Financial Corp., and said assignment being recorded in Instrument No. 20100520000159160, 0; and subsequently transferred and assigned to Mortgage Electronic Registration Systems, Inc, as nominee for Bank of America, N.A. to Bank of America, N.A. , and said assignment being recorded in Instrument No. 20150925000335560, 0; and subsequently transferred and assigned

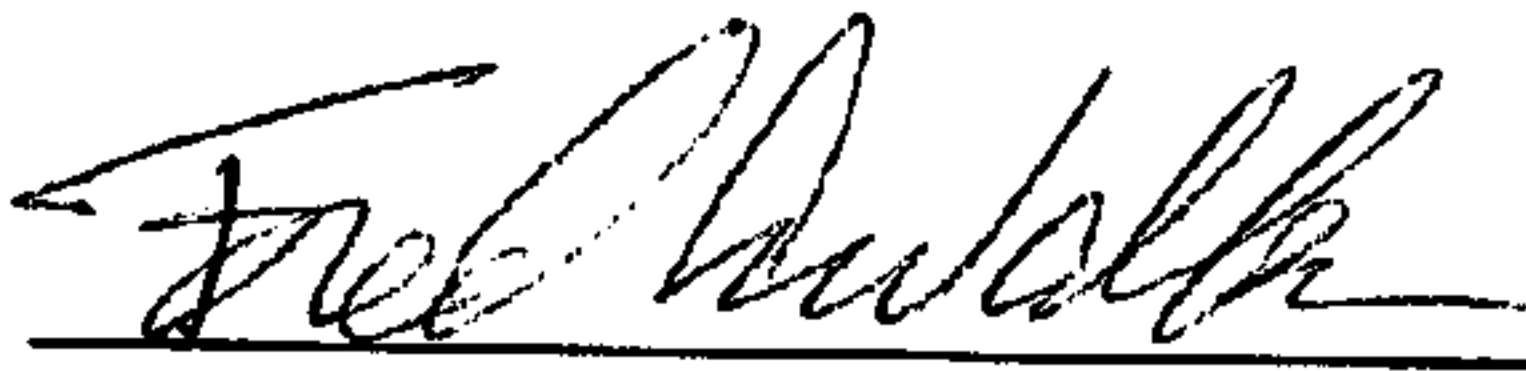


20191122000435530 11/22/2019 12:46:50 PM DEEDS 6/6

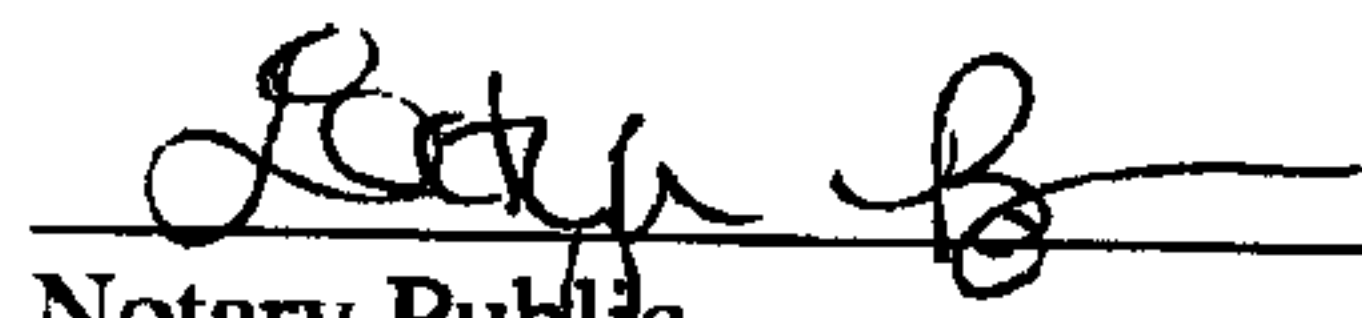
to Secretary Of Housing And Urban Development, and said assignment being recorded in Instrument No. 20151229000441450, 0; (collectively, the "Mortgage") and the release of record of the Mortgage; and that at the time of the making the Deed, the outstanding debt owed by the Grantor to the Grantee equaled 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.

Fred A. Walker

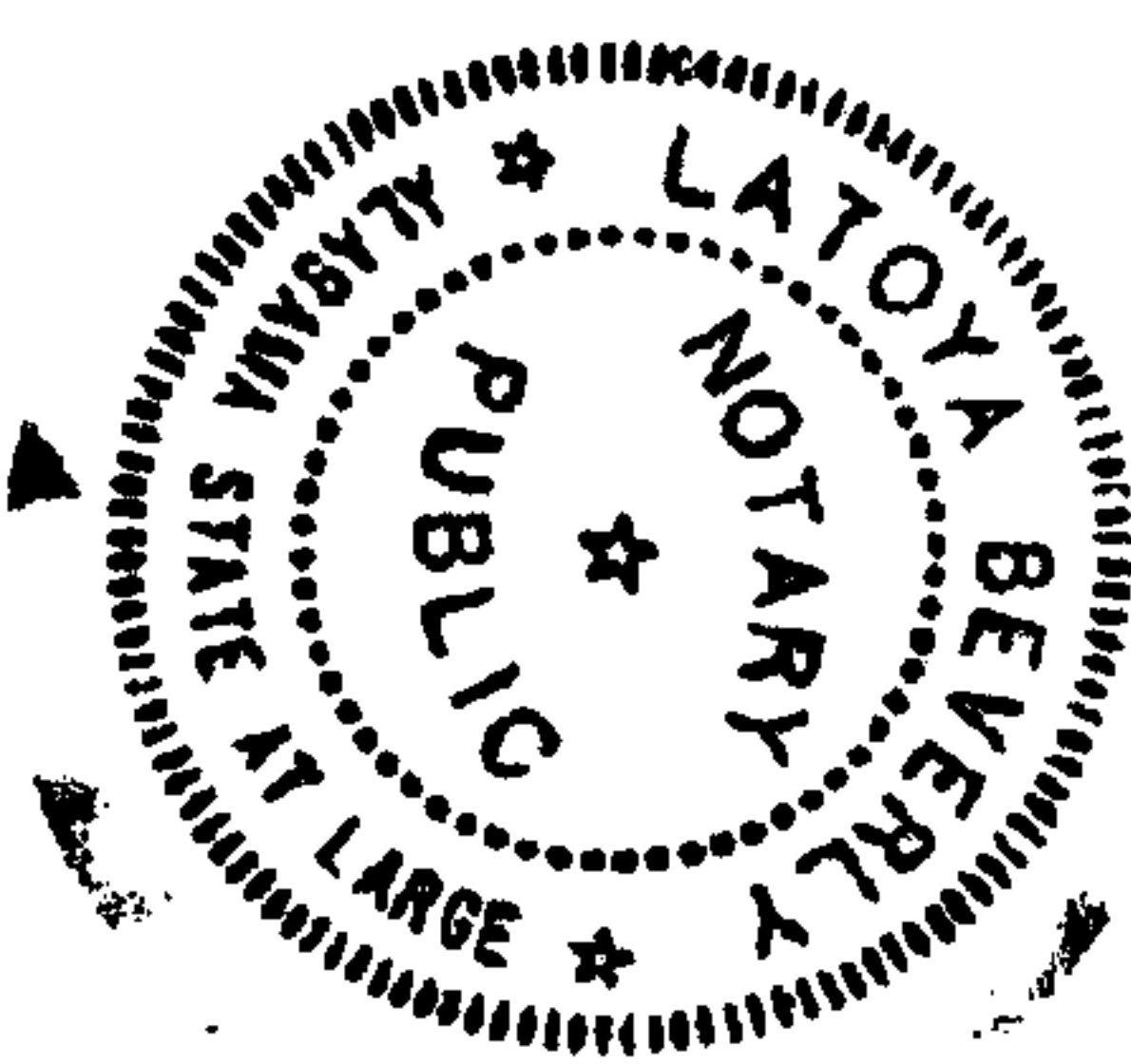
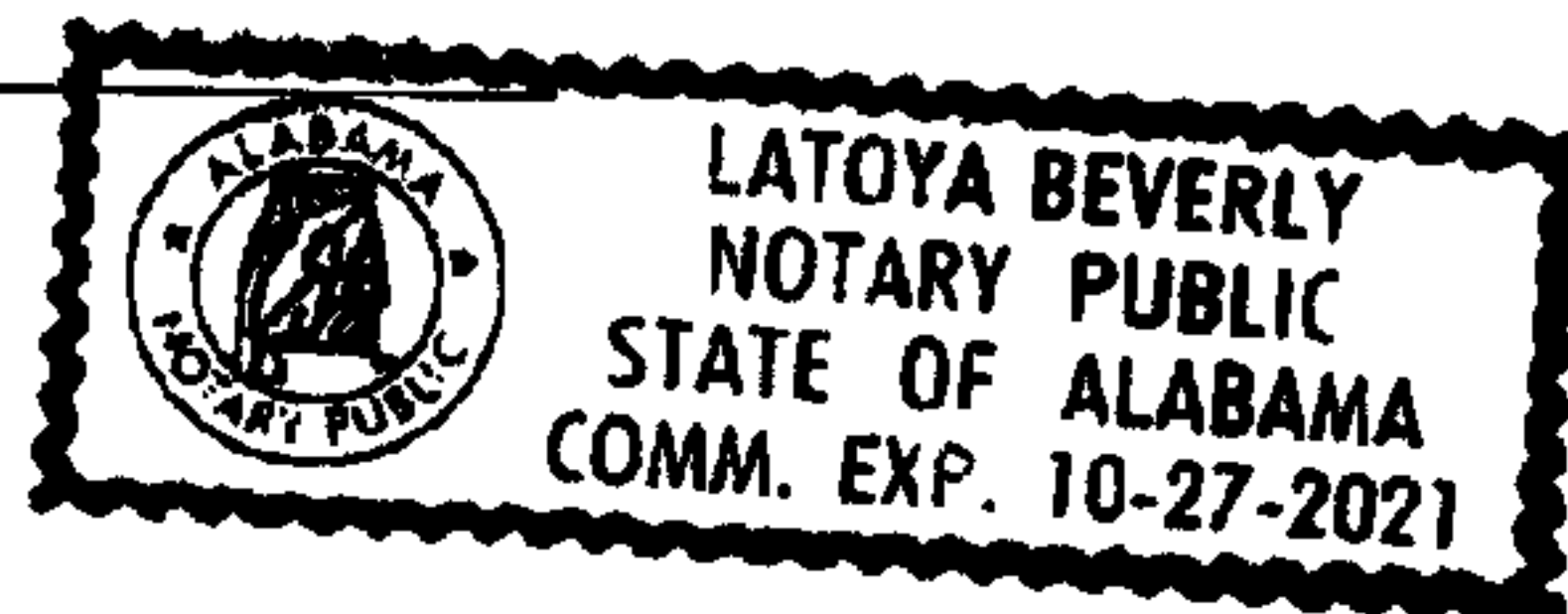


Sworn to before me this 8th day of November, 2019.



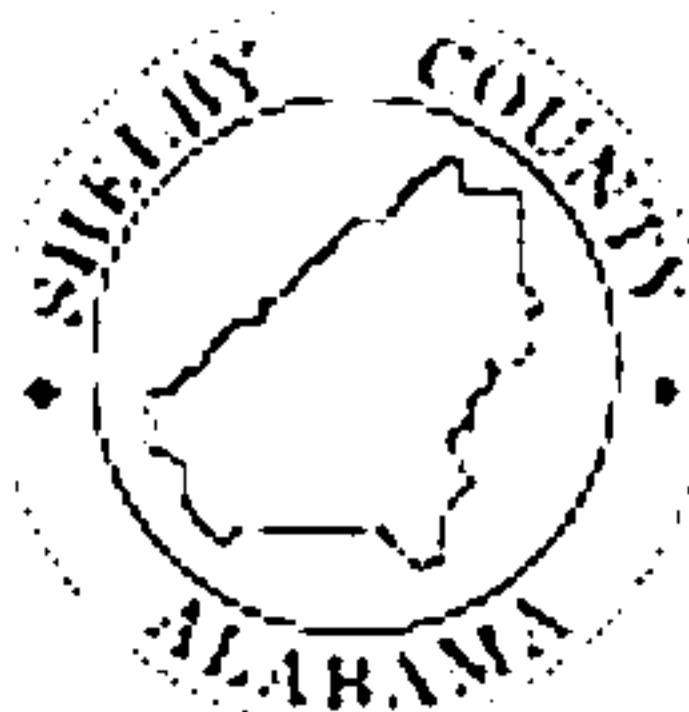
Notary Public

My Comm Exp: \_\_\_\_\_



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/22/2019 12:46:50 PM  
\$38.00 CHERRY  
20191122000435530

*Alexis Bayl*



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/09/2019 10:46:54 AM  
\$41.00 CHARITY  
20191209000453400

