

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

Mail Tax Statements To:

**MTGLO INVESTORS, L.P.**

2001 ROSS AVENUE, SUITE 2800, DALLAS, TX 75201.

After Recording Mail/Return To:

ServiceLink

10385 Westmoor Drive, Suite 100

Westminster, CO 80021

Attention: Denver DIL Title

### **DEED IN LIEU OF FORECLOSURE**

KNOWN ALL MEN BY THESE PRESENTS, that **GLENN H. STANLEY** and **SHELIA W. STANLEY**, a married couple, whose mailing address is **984 HWY 67, CALERA, AL 35040**, hereinafter called grantors, for \$1.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **MTGLO INVESTORS, L.P.**, whose tax mailing address is **2001 ROSS AVENUE, SUITE 2800, DALLAS, TX 75201**, hereinafter called GRANTEE, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in **Shelby County, Alabama**, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

**SEE EXHIBIT "B" ATTACHED HERETO AS ESTOPPEL AFFIDAVIT**

SOURCE OF TITLE: This being the identical property conveyed to the GRANTOR herein by Deed recorded in **Instrument 20180803000278320**

Property Address: 721 HEATHERWOOD DR., HOOVER, AL 35244

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The transfer of the Property to Grantee is voluntary and free of coercion and duress. This Deed in Lieu of Foreclosure relates to real property secured by the following mortgage or deed of trust:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR  
DEED OF TRUST**

Grantor represents, warrants, covenants, and agrees as follows:

- (i) the execution, delivery, and recordation of the Deed is intended to and shall effect an absolute conveyance and transfer of the Property and shall not constitute a mortgage, trust conveyance, or security interest of any kind therein;
- (ii) it is the intention of Grantor to convey, and by the Deed, Grantor has conveyed to Grantee therein, all of Grantor's right, title, and interest absolutely in and to the Property;
- (iii) Possession of the Property is intended to and will be surrendered to Grantee concurrent with the conveyance of title to Grantee;

No Merger. Grantor agrees and acknowledges that its entry into this Deed in Lieu of Foreclosure and any other documents contemplated hereby shall not result in a merger of Assignee's interest under the Deed of Trust with Grantee's interest under the Deed in Lieu of Foreclosure. The terms, covenants, representations, and warranties of this Agreement shall not merge into the Deed but shall survive the close of the transaction contemplated hereby.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

**Representations and Warranties.** Grantor represents, warrants, and acknowledges that:

(a) it is in default of its obligations under the Loan and the Note and that the unpaid principal balance thereof together with interest thereupon is immediately due and payable to **MTGLQ INVESTORS, L.P.** without offset, defense, or counterclaim;

(b) the Note and the Deed of Trust or Mortgage are valid and binding agreements enforceable in accordance with their terms;

Property Address: 721 HEATHERWOOD DR., HOOVER, AL 35244

(c) Grantor is entering into this Release by Debtor freely and voluntarily, and free from any coercion or duress, having received the advice of both real estate and bankruptcy legal counsel.

**Advice of Counsel.** Grantor hereby agrees, represents, and warrants that it has had advice of competent counsel of its own choosing in negotiations for and the preparation of this Deed, or that Grantor has voluntarily forgone the advice of counsel, that Grantor has read this Deed or has had the same read to it by its counsel, that it has had this Deed has been fully explained by such counsel, and that it is fully aware of its contents and legal effect, even if Grantor did not voluntarily choose, of its own free will, to retain counsel.

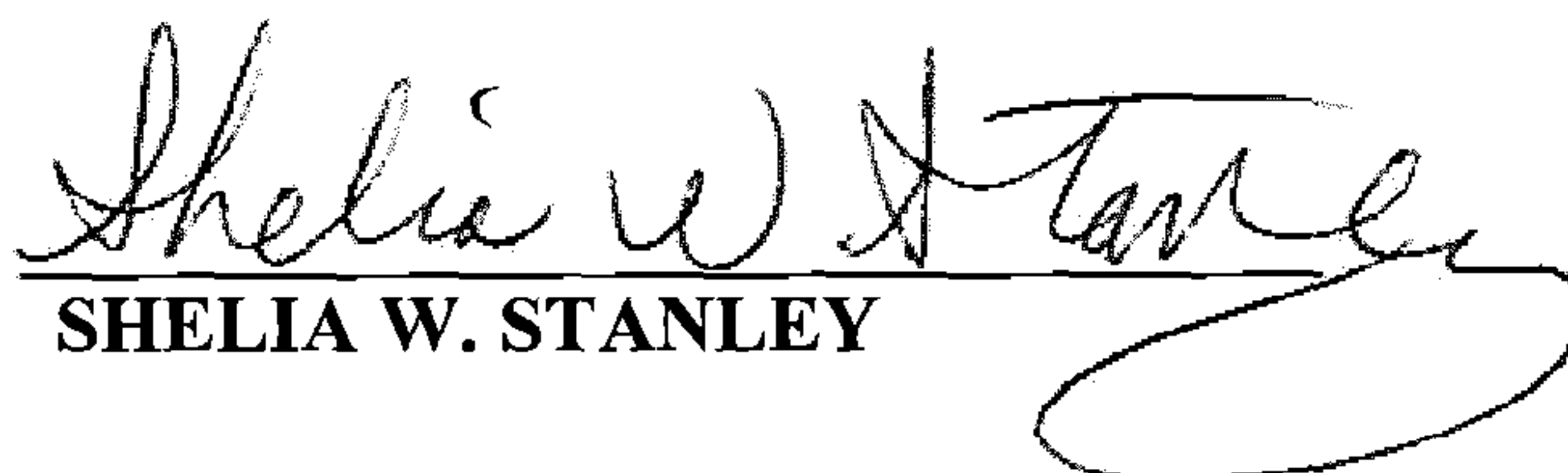
#### **RIGHT TO FORECLOSE**

**TRANSFEROR AGREES AND ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL AFFECT, AND TRANSFEREE HEREBY EXPRESSLY RESERVES, THE RIGHT TO FORECLOSE THE "MORTGAGE", "DEED TO SECURE DEBT" OR "DEED OF TRUST" BY JUDICIAL OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONJUDICIAL FORECLOSURE AND, IN CONNECTION WITH ANY SUCH FORECLOSURE, TRANSFEROR AND/OR GUARANTOR MAY, IN TRANSFEREE'S SOLE DISCRETION, BE NAMED AS A PARTY DEFENDANT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRANSFEROR SHALL AGREE TO ANY CONSENT TO JUDGMENT (OR SIMILAR PROCESS) AVAILABLE TO TRANSFEREE, AND TRANSFEREE WILL BE PERMITTED TO SEEK, OBTAIN, AND SATISFY A JUDGMENT IN ANY SUCH FORECLOSURE PROCEEDINGS, PROVIDED, HOWEVER, THAT TRANSFEROR AND GUARANTOR SHALL NOT BE PERSONALLY LIABLE FOR SATISFACTION OF SUCH JUDGMENT. IF TRANSFEREE PURSUES ITS RIGHTS UNDER THIS SECTION, IT MAY DETRIMENTALLY AFFECT TRANSFEROR'S CREDIT RATING.**



WITNESS the hand of said Grantor this 1<sup>st</sup> day of April, 2020.

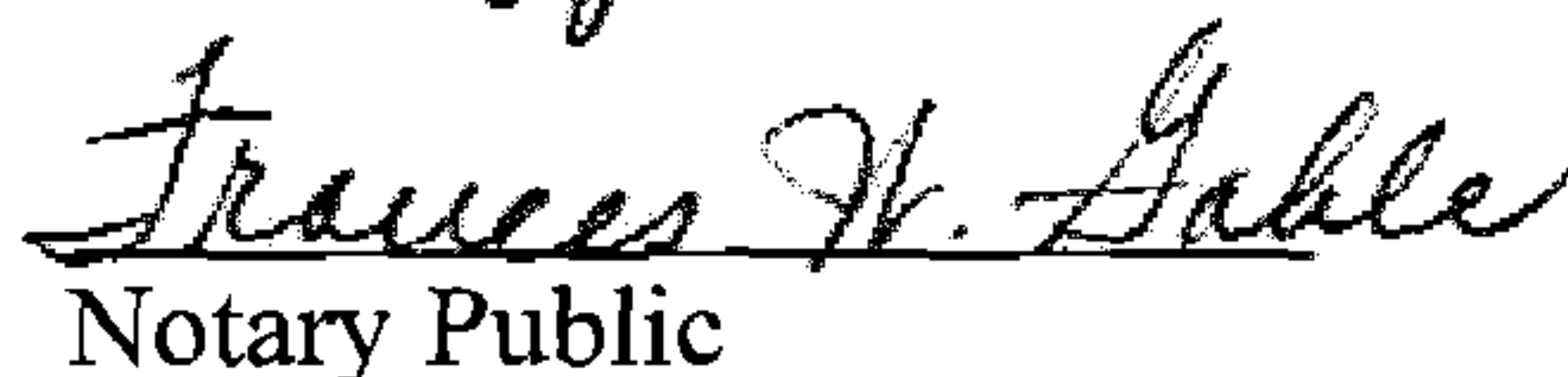
  
GLENN H. STANLEY

  
SHELIA W. STANLEY

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **GLENN H. STANLEY** and **SHELIA W. STANLEY** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 1<sup>st</sup> day of April, 2020

  
Notary Public

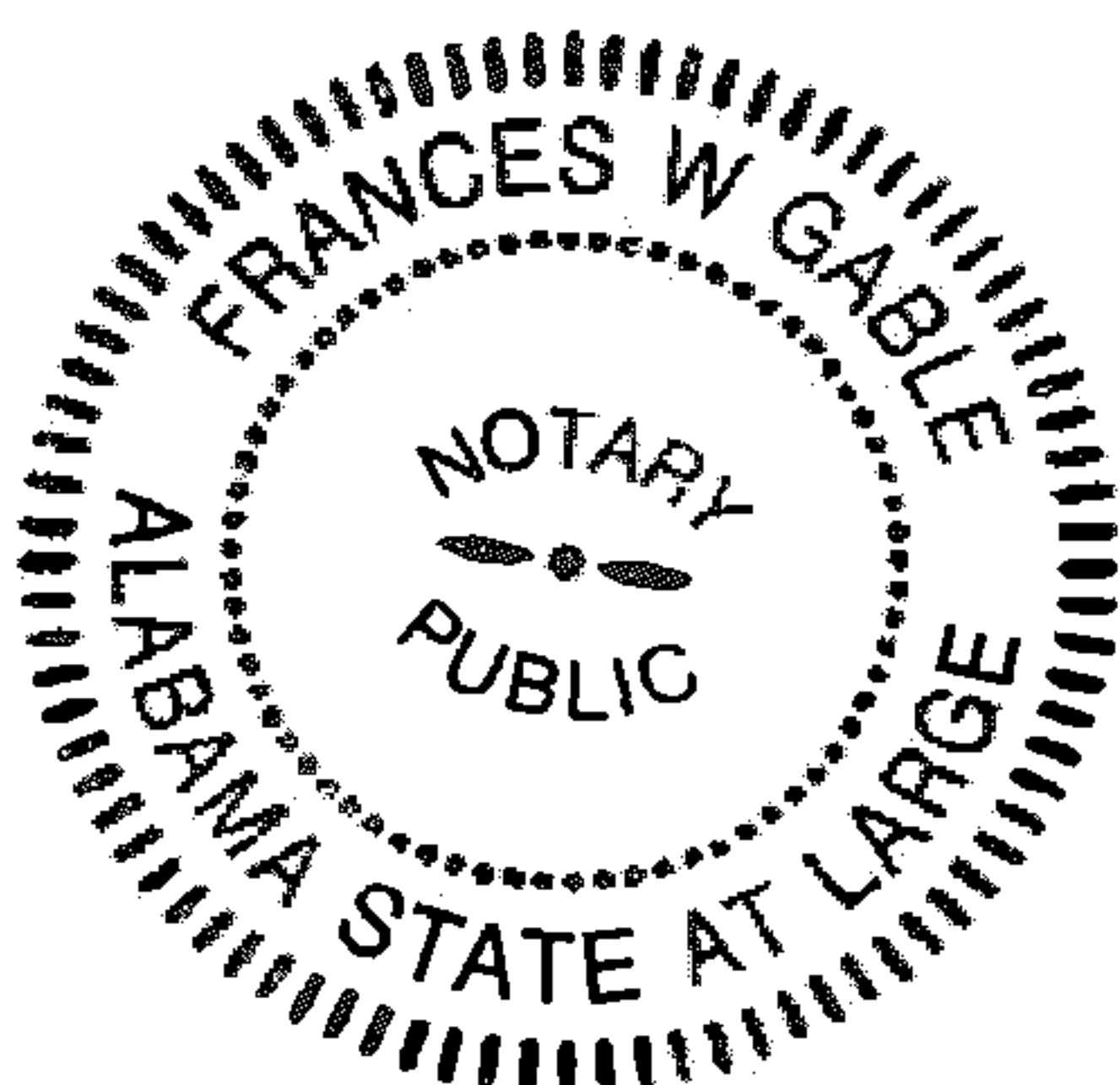


EXHIBIT "B"  
ESTOPPEL AFFIDAVIT

STATE OF Alabama  
COUNTY OF Shelby

GLENN H. STANLEY and SHELIA W. STANLEY, being first duly sworn, depose and say:  
That he/she/they are the identical party or parties who made, executed, and delivered that certain  
Deed in Lieu of Foreclosure to MTGLO INVESTORS, L.P., conveying the following described  
property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said  
premises to MTGLO INVESTORS, L.P., and was not and is not now intended as a mortgage,  
trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said  
deed to convey, and by said deed these affiants did convey to MTGLO INVESTORS, L.P.,  
therein all their right, title, and interest absolutely in and to said premises; that possession of said  
premises has been surrendered to MTGLO INVESTORS, L.P.;

That in the execution and delivery of said deed affiants 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 aforesaid deed was not given as a preference against any other creditor or 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 MTGLO INVESTORS, L.P., who have interest, either directly or  
indirectly, in said premises; that these deponents are solvent and have not other creditors whose  
rights would be prejudiced by such conveyance, and that deponents are not obligated upon any  
bond or mortgage or other security 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 affiants of the sum of \$1.00 by  
MTGLO INVESTORS, L.P., agreement to forebear taking any action against affiants to collect

Property Address: 721 HEATHERWOOD DR., HOOVER, AL 35244

on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein as described as follows:

**SEE EXHIBIT "C" ATTACHED HERETO FOR DESCRIPTION OF MORTGAGE OR  
DEED OF TRUST**

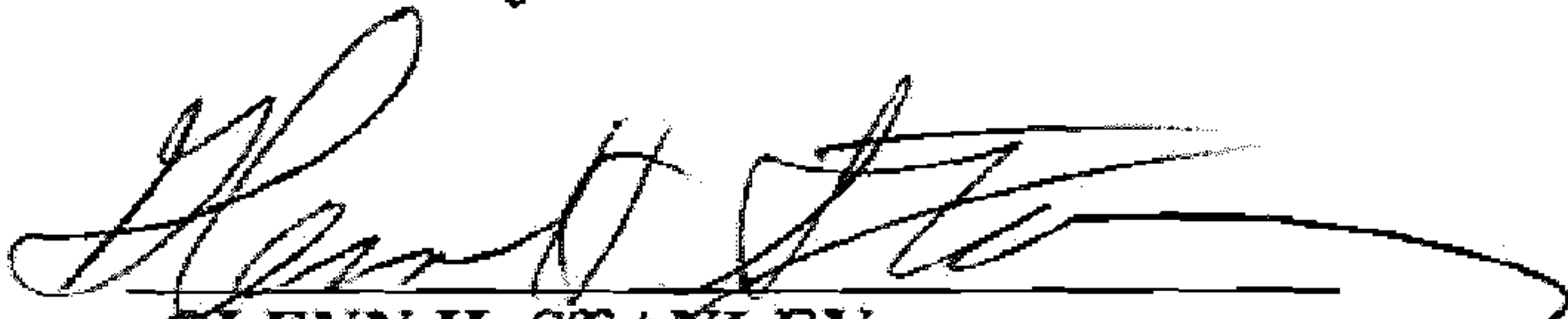
At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of MTGLO INVESTORS, L.P., its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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.

I OR WE (THE BORROWER OR BORROWERS) UNDERSTAND THAT I OR WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I OR WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: April 1, 2020


  
GLENN H. STANLEY

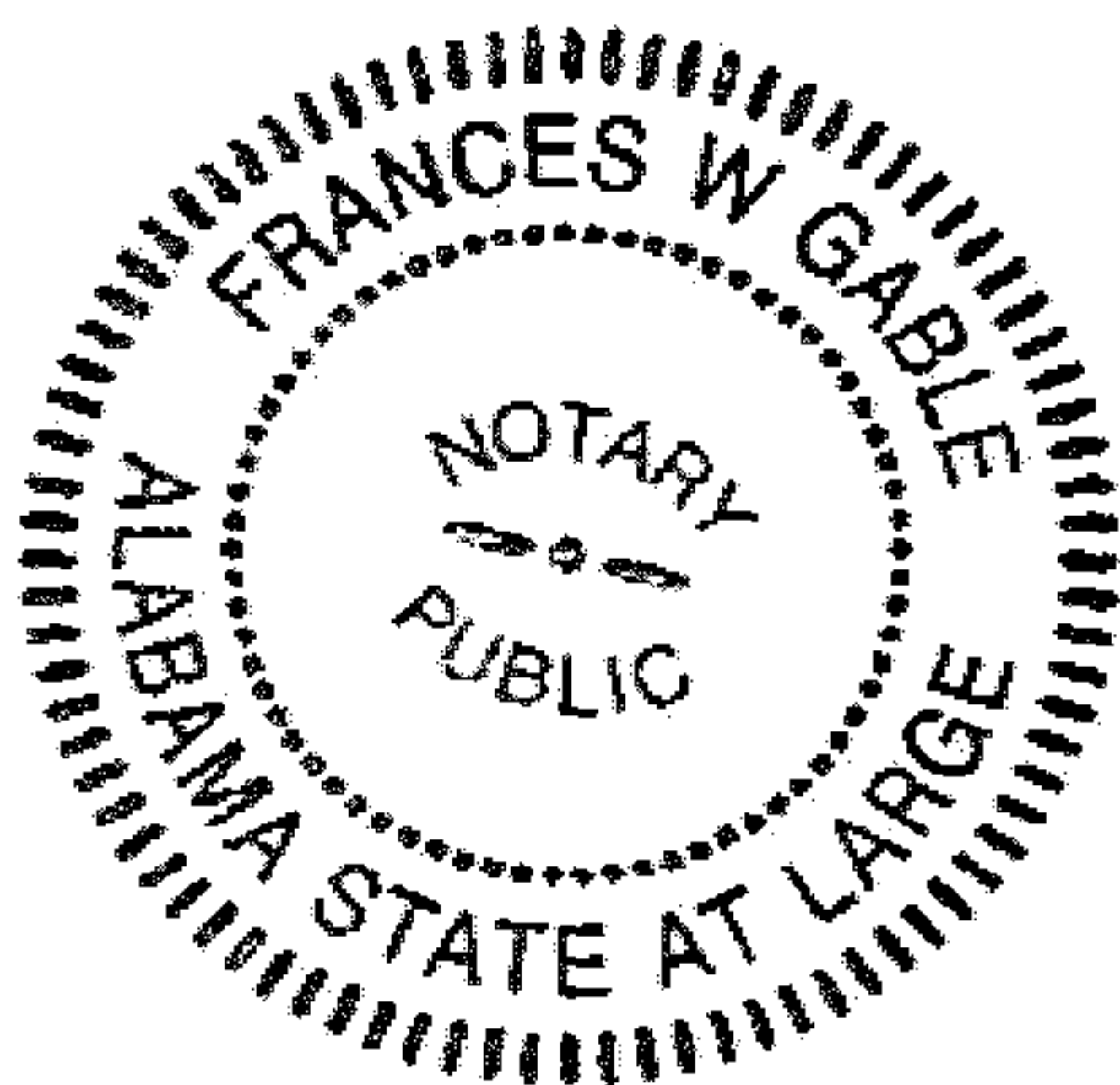
  
SHELIA W. STANLEY

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **GLENN H. STANLEY** and **SHELIA W. STANLEY** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 1<sup>st</sup> day of April, 2020

  
Notary Public



**EXHIBIT A (LEGAL DESCRIPTION)**

**ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SHELBY AND STATE OF ALABAMA BEING KNOWN AND DESIGNATED AS FOLLOWS**

**LOT 6, ACCORDING TO THE SURVEY OF HEATHERWOOD, SECTOR 1, 1ST ADDITION, AS RECORDED IN MAP BOOK 9 PAGE 66 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**BEING THE SAME PROPERTY AS CONVEYED FROM STATE OF ALABAMA TO GLENN H. STANLEY AND SHELIA W. STANLEY AS DESCRIBED IN REDEMPTION DEED, DATED 7/19/2018, RECORDED 08/03/2018, IN INSTRUMENT NUMBER: 20180803000278320, SHELBY COUNTY RECORDS.**

**PARCEL NUMBER: 10-2-09-0-001-001.120**

**COMMONLY known as: 721 HEATHERWOOD DR., HOOVER, AL 35244**  
**Assessor's Parcel Number: 10-2-09-0-001-001.120**



GRANTOR(S) AFFIDAVIT

State of Alabama  
County of Shelby

**GLENN H. STANLEY and SHELIA W. STANLEY**, named in the attached deed, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the attached deed and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge.

  
**GLENN H. STANLEY**

  
**SHELIA W. STANLEY**

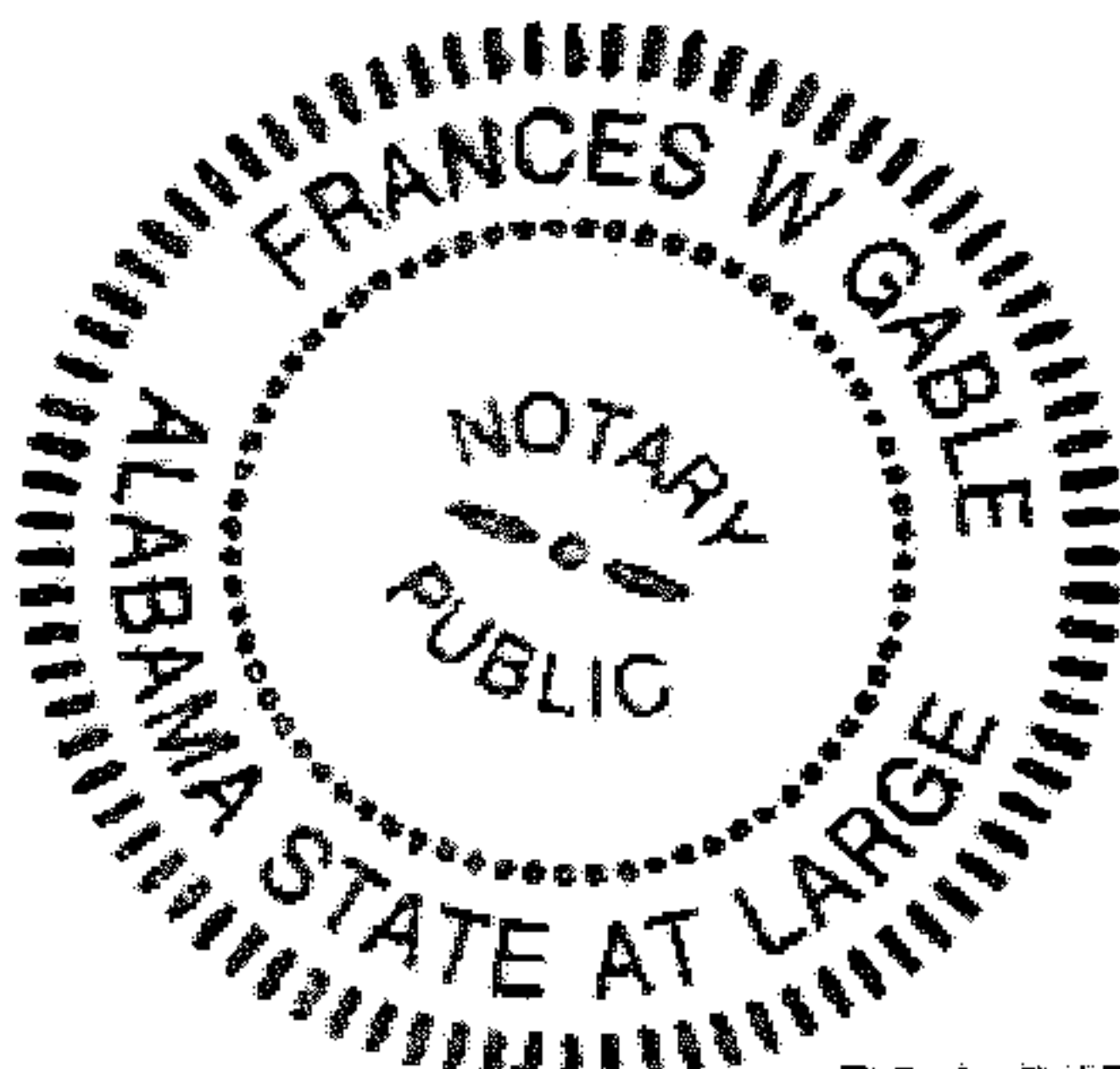


STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that **GLENN H. STANLEY** and **SHELIA W. STANLEY** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand an official seal this 1<sup>st</sup> day of April, 2020

  
Notary Public



Property Address: 721 HEATHERWOOD DR., HOOVER, AL 35244

EXHIBIT C  
(DESCRIPTION OF MORTGAGE(S) OR DEED(S) OF TRUST)

**MORTGAGE FROM GLENN H. STANLEY AND SHELIA W. STANLEY, HUSBAND AND WIFE TO HOUSEHOLD FINANCE CORPORATION OF ALABAMA, A CORPORATION IN INSTRUMENT NO. 20060428000199080 IN THE AMOUNT OF \$426,602.40, DATED 04/25/2006, RECORDED 04/28/2006, IN SHELBY COUNTY RECORDS.**

**a. ASSIGNMENT OF RECORD BETWEEN HOUSEHOLD FINANCE CORPORATION OF ALABAMA, BY CALIBER HOME LOANS, INC., AS ATTORNEY IN FACT AND LSF8 MASTER PARTICIPATION TRUST AS SET FORTH IN INSTRUMENT NO. 20140602000165000, DATED 05/27/2014, RECORDED 06/02/2014 IN SHELBY COUNTY RECORDS.**

**Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*Grantor's Name GLENN H. STANLEY and  
SHELIA W. STANLEYMailing Address 984 HWY 67, CALERA, AL 35040Property Address 721 HEATHERWOOD DR.,  
HOOVER, AL 35244Grantee's Name MTGLQ INVESTORS, L.P. By  
Rushmore Loan Management  
Services, LLC, its Appointed  
Attorney in FactMailing Address 2001 ROSS AVENUE, SUITE  
2800, DALLAS, TX 75201Date of Sale 4-1-20  
Total Purchase Price \$428721.90or  
Actual Value \$or  
Assessor's Market Value \$0.00

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 MORTGAGE DOCUMENTS

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 4-1-2020Print Shelia Stanley

Unattested

Frances M. Gaher  
(verified by)

Sign

Shelia Stanley  
(Grantor/Grantee/Owner/Agent) circle one





Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 07/23/2020 01:44:15 PM  
 \$56.00 JESSICA  
 20200723000309350

*Allen S. Beyl*

20200723000309350 07/23/2020 01:44:15 PM DEEDS 12/12



ALABAMA DEPARTMENT OF REVENUE  
 INDIVIDUAL & CORPORATE TAX DIVISION

Form NR-AF3

1/14

WITHHOLDING TAX SECTION

P.O. Box 327480 • Montgomery, AL 36132-7480

[www.revenue.alabama.gov](http://www.revenue.alabama.gov)

**Seller's Certificate of Exemption**

SELLER'S NAME (AND SPOUSE'S NAME, IF JOINTLY OWNED)  
 GLENN H. STANLEY and SHELIA W. STANLEY

SELLER'S IDENTIFICATION NUMBER (SSN OR FEIN)\*

SPOUSE'S IDENTIFICATION NUMBER (IF JOINTLY OWNED)\*

STREET ADDRESS  
 984 HWY 67

CITY  
 CALERA

STATE  
 AL

ZIP  
 35040

**INSTRUCTIONS**

This form is provided for the convenience of the seller and the protection of the buyer, to be executed in sales or transfers of real property by nonresidents when the seller is exempt from the withholding requirements imposed by the Alabama Department of Revenue pursuant to Section 40-18-86, Code of Alabama 1975. This form is not required to be used or submitted to the Department, but the seller may wish to execute this form or a similar document to protect all parties to the transaction. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit. To execute this form, the seller is to initial any statement which applies. If any one of the statements below applies to the seller, the transaction is exempt.

\*For privacy and confidentiality purposes, the SSN or FEIN of the seller and of the buyer may be omitted or deleted from copies of all documents exchanged between the parties involved. However, all documents required to be submitted to the Alabama Department of Revenue must contain the complete SSN or FEIN information on the original copy mailed to the Department.

This is to certify that the seller of this property is not a resident of Alabama, but is exempt from the withholding provisions of the Alabama Department of Revenue Section 40-18-86 by virtue of the following:

- ☐ The property being sold is the seller's principal residence and none of the gain is required to be included in federal adjusted gross income.
- ☒ The seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- ☐ The seller or buyer is an agency or authority of the United States of America or the State of Alabama.
- ☐ The seller or buyer is the Federal National Mortgage Association, the Government National Mortgage Association, or the Federal Home Loan Mortgage Corporation.
- ☐ The seller or buyer is a private mortgage insurance company.
- ☐ The purchase price of the property is less than \$300,000.00.
- ☐ The seller is an S corporation or a partnership subject to withholding under Section 40-18-86, and an Alabama composite return will be filed on behalf of the nonresident shareholders, members, or partners.
- ☐ The seller is a tax exempt organization, and the income from this sale is not subject to Alabama income tax.
- ☐ The seller is an insurance company which pays to Alabama a tax on its premium income.
- ☐ The seller is a financial institution, as defined under Section 40-16-1, subject to Alabama's Financial Institution Excise Tax.
- ☐ The transaction is a non-recognition transaction such as a like kind exchange where gain is realized by the seller but completely not recognized for Alabama income tax purposes.
- ☐ The transaction is a transfer of a limited interest in real property, including easements, rights of way, mortgages or other instruments that secure indebtedness, or leases (not including capital leases).

Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

*Glenn H. Stanley*  
 SELLER'S SIGNATURE (AND TITLE, IF APPLICABLE)

DATE

4-1-2020

*SHELIA W. STANLEY*  
 SPOUSE'S SIGNATURE (AND TITLE, IF APPLICABLE)

DATE

4-1-2020

Sworn to and subscribed before me this

1 day of April, 2020

*Frances W. Hable*

My commission expires April 29, 2020

