



20230123000018770 1/3 \$30.00
Shelby Cnty Judge of Probate, AL
01/23/2023 01:29:45 PM FILED/CERT

ADDRESS OF GRANTOR(S):

116 Enclave Ave.
Calera, AL 35040

ADDRESS OF GRANTEE(S):

1386 Hulaco Rd.
Arab, AL 35016

PROPERTY ADDRESS:

116 Enclave Ave.
Calera, AL 35040

By executing this instrument, the undersigned certify that the consideration referred to herein is the total purchase price or the actual cash value of the property being conveyed and this certification is made pursuant to and in compliance with §40-22-1, *Code of Alabama* 1975. The undersigned further understand that any false statement as to purchase price or actual cash value may result in the imposition of a penalty as prescribed in §40-22-1(h) *Code of Alabama*, 1975.

This instrument prepared by Dan Warnes of Warnes & Yoste, 2312 Taylor Street, P.O.
Drawer 906, Guntersville, AL 35976.


STATE OF ALABAMA - SHELBY COUNTY

DEED IN LIEU OF FORECLOSURE

KNOW ALL BY THESE PRESENTS:

That in consideration of the amount owed to Grantee under a note secured by a mortgage as recorded in Instrument No. 20201110000513940, in the office of the Probate Court of Shelby County, Alabama, and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, we, BRENDAN YOUNG and wife HANNAH YOUNG, (hereinafter referred to as "Grantors"), grant, bargain, sell and convey unto DAVID YOUNG, (hereinafter referred to as "Grantee"), the hereinafter described real estate situated in Shelby County, Alabama, which

said real estate is described as follows:


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Lot 5, according to the survey of The Enclave Phase 1, as recorded in Map Book 38, Page 1, in the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain mortgage dated November 9, 2020, and recorded in the Probate Court of Shelby County, Alabama, in Instrument No. 20201110000513940.

The value of the property herein conveyed pursuant to the Shelby County Revenue Commissioner's Office is \$144,200.00

This conveyance is subject to a UCC lien in favor of Alabama Power Company recorded in Instrument No. 20221114000421260.

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 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 BRENDAN YOUNG and HANNAH YOUNG, 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 therein from intervening claims or liens of third persons, which were junior to the lien of the mortgage.

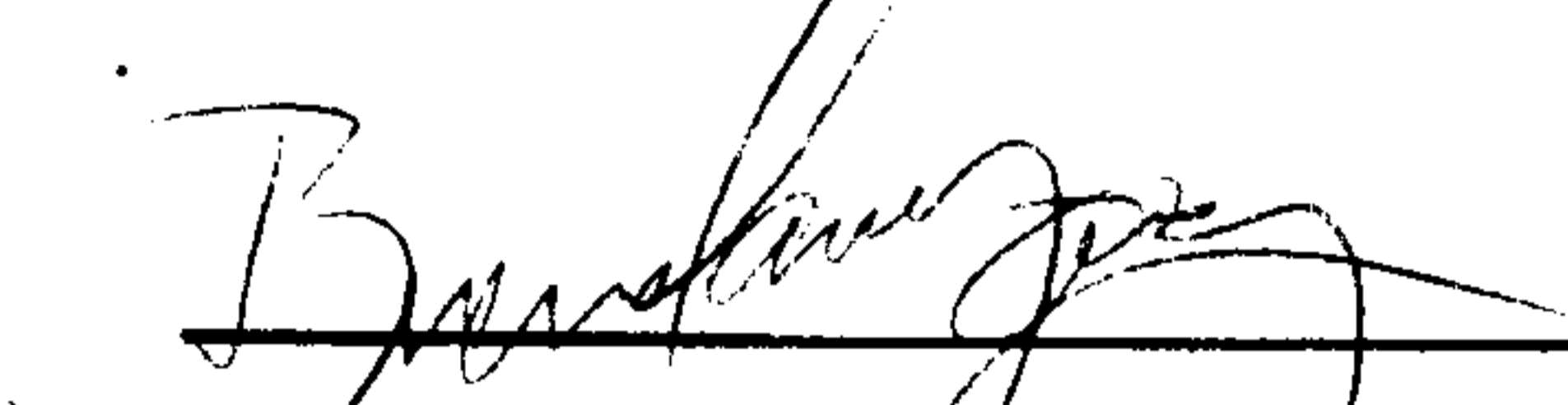
And the Grantors do, for themselves and their heirs and assigns, covenant with the said Grantee that they are lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that they have a good right to sell and convey

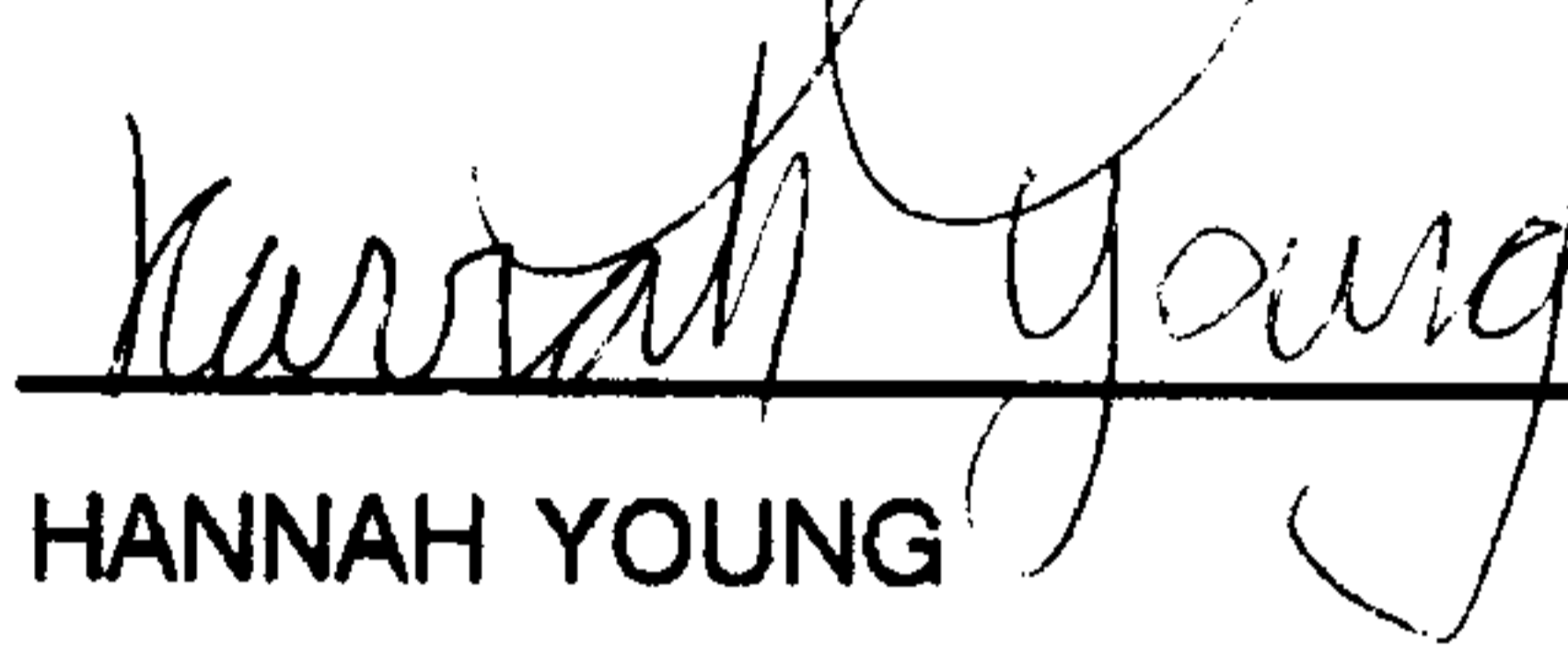


the same as aforesaid; and that they will, and their heirs and assigns shall warrant and defend the same unto the Grantee, its successors and assigns forever, against the lawful claims of any and all persons.

TO HAVE AND TO HOLD to the said Grantee, and to his successors and assigns forever.

IN WITNESS WHEREOF, the said BRENDAN YOUNG and HANNAH YOUNG have hereunto set their signatures and seals this the 15th day of January, 2023.



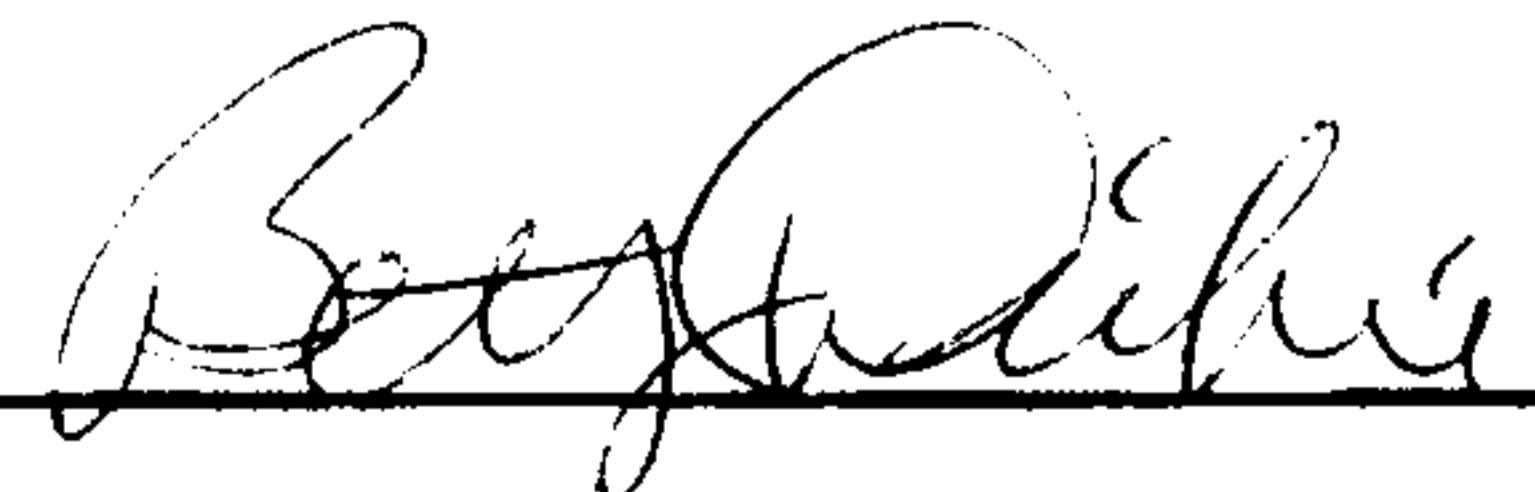
BRENDAN YOUNG


HANNAH YOUNG

THE STATE OF ALABAMA)
Blount COUNTY)

I, the undersigned, hereby certify that BRENDAN YOUNG and HANNAH YOUNG, whose names are signed to the foregoing Deed in Lieu of Foreclosure, and who are known to me, acknowledged before me on this day that, being informed of the contents of the same, they executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND on this the 15th day of January, 2023.



Notary Public
My Commission Expires: May 12-2024