

Prepared by:
Salem N. Resha
1740 Oxmoor Rd. Suite 100
Homewood, AL 35209



20241025000335460 1/12 \$56.00
Shelby Cnty Judge of Probate, AL
10/25/2024 03:37:56 PM FILED/CERT

Send Tax Notice To:
Robert and Victoria Lewis
2448 O'Neal Way
Hoover AL 35242

DEED IN LIEU OF FORECLOSURE

THIS DEED IN LIEU OF FORECLOSURE executed and delivered as of the 25th day of October 2024, by **Raymond T. Williams**, a married man, and his wife Susan S. Williams (hereinafter collectively referred to as "Grantors"), 120 Belvedere Drive, Birmingham, Alabama 35242 35901 and Robert A. Lewis and Victoria W. Lewis, husband and wife, 2448 O'Neal Way, Hoover, Alabama 35242 (hereinafter referred to as the "Grantees" or "Mortgagees").

WHEREAS, Raymond T. Williams and Susan S. Williams, as joint tenants with right of survivorship, purchased the subject real property and the Grantors, in order to secure the loan, executed a note and a purchase money mortgage in favor of the Grantees which was recorded in the Probate Court of Shelby County, Alabama on the 21st day of January, 2015, instrument number 20150121000022700.

WHEREAS, as set forth in the Default Agreement dated the 25th day of October 2024, the Grantors have defaulted on the terms of the said note and mortgage.

WHEREAS, the Grantors have requested that the Grantees resolve the default by the Grantors under the loans by agreeing to accept a conveyance of the title to all real property serving as collateral for the loan in return for releases; and

WHEREAS, the Grantees have agreed to release the Grantors on the terms and conditions set forth in the agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten and 00/100 Dollars and (\$10.00) in hand paid by Grantees to Grantors and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantors, Grantors do by these presents grant, bargain, sell and convey unto Grantees all of Grantors' right, title and interest in and to that certain real property situated in Shelby County, Alabama, as more particularly described as follows:

Lot 4, according to the Survey of Villas Belvedere, as recorded in Map Book 29, Page 27, in the Probate Office of Shelby County, Alabama.

This property is located in Shelby County, 120 Belvedere Drive, Birmingham, AL 35242.

(the "Property").



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THE REAL PROPERTY BEING TRANSFERRED HEREBY IS THE HOMESTEAD OF RAYMOND T. WILLIAMS.

The Grantors and Grantees did not request that a title search or a survey be prepared.

Grantors expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable, all of which are hereby waived and relinquished.

TOGETHER WITH all the buildings, structures, fixtures, and other improvements, easements, rights of way, tenements, hereditaments, appurtenances, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches, and water stock, crops, timber, all diversion payments and personal property contained therein and all other estates and rights thereto belonging or in anywise appertaining and all right, title and interest of Grantors in and to all roads, alleys and ways bounding the Property.

This real property is transferred subject to all liens, encumbrances of record and all ad valorem taxes that are due or which may become due.

For purposes of calculating the recording tax, the value of the Property is \$315,000.00 which amount is approximately equal to the principal balance due, plus interest and all other lawful charges arising out of the note and mortgage.

Property Address: 120 Belvedere Drive, Birmingham, AL 35242
Sales Price: \$315,000.00 No equity – transferred to satisfy mortgage
Grantors Address: 120 Belvedere Drive, Birmingham, AL 35242
Grantee's Address: 2448 O'Neal Way, Hoover, AL 35242

A copy of the Power of Attorney whereby Susan S. Williams has given Raymond T. Williams the authority to execute this deed on her behalf is attached hereto.

TO HAVE AND TO HOLD the Property, unto the Grantees to own as joint tenants, their successors and assigns, FOREVER; and the Grantors, for the Grantors, and their successors and assigns, covenants with the Grantees, and their successors and assigns, that the Grantors are lawfully seized in fee simple of said Property; that said Property is free from all encumbrances except for the Permitted Exceptions; that the Grantors have a good right to sell and convey the Property; that no party other than the Grantors is in possession of all or any portion of the Property under any unrecorded leases, tenancy at will or otherwise, except for tenants in possession under unrecorded residential leases; and that the Grantors, their successors and assigns, will warrant and defend the same to Grantees, and their successors and assigns, forever against the lawful claims and demands of all persons other than those persons claiming under the Permitted Exceptions.

BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED that:



A. This is a Deed in Lieu of Foreclosure (the "Deed") and is given in lieu of foreclosure, but not in satisfaction, of the Mortgage, as defined above, and any other mortgages held by Mortgagee on the Property (the Mortgage and such other mortgages being herein collectively referred to as the "Mortgages"). It is the intention of the Grantors, Grantees and Mortgagee that this Deed and the effect of the conveyance hereby shall be governed by, and interpreted according to the provisions of the CODE OF ALABAMA, 1975, Sections 35-10-50 and 51 (as amended). Without limiting the generality of the foregoing sentence, the Grantors, Grantees and Mortgagee agree that this Deed shall have the effect of transferring absolute title to the Property to the Grantees free of all rights of any and all statutory or equitable rights of redemption possessed by the Grantors or anyone claiming by or through the Grantors. It is the further intention of the Grantors, Grantees and Mortgagee that the mortgaged title and lien created by the Mortgages, will not merge into, but shall remain, at all times SEPARATE AND DISTINCT from, the title acquired by the Grantees pursuant to this Deed. No such merger shall occur until such time as the Mortgagee executes a written instrument specifically effecting such merger and duly records the same in the Shelby County Probate Office. This Deed does not affect a foreclosure of the Mortgages. The lien and title of the Mortgages and the Mortgagee's rights thereunder and under the note(s) and other evidence of indebtedness secured thereby shall remain in full force and effect as against all rights and interests of any persons and entities other than the Grantors of the Property, including without limitation any junior lienholders, mortgagees, and judgment creditors; and if for any reason (i) this conveyance shall be held ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceeding under the Federal Bankruptcy Code, or (ii) any rights or interests in the Property shall be asserted by any person or entity, or (iii) the Mortgagee shall deem it necessary to proceed with foreclosure of the Mortgages for any other reason, in Mortgagee's sole discretion, the Mortgagee shall be considered to have retained all of its lien, title and rights under the Mortgages, and the note(s) secured thereby, and the Mortgagee shall have the right to proceed with the foreclosure of the Mortgages in all respects as if this Deed had not been executed.

B. The priority of the Mortgages is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Mortgages to any other liens or encumbrances whatsoever.

D. Grantors declare that this conveyance is freely and fairly made.

E. The drafters of this deed, by virtue of its preparation, make no representations whatsoever regarding the status of title, encroachments, acreage, easements or other access, or the accuracy of the boundary calls for the real property described herein, this instrument being prepared solely from the directions, metes and bounds description, and other information provided by the Grantors and the Grantees named in this deed.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Grantors have caused this Deed in Lieu of Foreclosure to be executed as of the date first written above.

GRANTORS:

RAYMOND T. WILLIAMS, Husband

By: Raymond T. Williams
Raymond T. Williams


SUSAN S. WILLIAMS, wife

By: Raymond T. Williams P.O.A.
Raymond T. Williams
Attorney-in-Fact for Susan C. Williams

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, state that the Raymond T. Williams, as attorney-in fact for Grantor Susan S. Williams 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, he, as such attorney-in-fact and with full authority, executed the same voluntarily for and as the act of Susan S. Williams

Given under my hand and official seal this the 25th day of October 2024.

 John Robin Mason
Notary Public
My Commission Expires
June 1, 2025

John Robin Mason
Notary Public

Print Name: JOHN ROBIN MASON

[NOTARIAL SEAL]

My Commission Expires: 06/01/2025

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STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, state that the Grantor, Raymond T. Williams, has signed his name 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, he executed the same voluntarily.

Given under my hand and official seal this the 25th day of October 2024.



John Robin Mason
Notary Public
My Commission Expires
June 1, 2025

John Robin Mason
Notary Public

Print Name: JOHN ROBIN MASON

[NOTARIAL SEAL]

My Commission Expires: 06/01/2025

DURABLE POWER OF ATTORNEY



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KNOW ALL MEN BY THESE PRESENTS, that I, SUSAN SLAPPEY WILLIAMS of Duval County, Florida, do hereby appoint my spouse, RAYMOND TERRELL WILLIAMS, my attorney in fact to represent me in all matters. Said authority shall specifically include, but not be limited to, the authority for me and in my name to:

1. Demand, sue for, and receive all sums of money, debts, interests dividends, annuities, property (both real and personal) and demands whatsoever as are now or shall hereafter become due, owing, or belonging to me; and have and take all means for the recovery thereof, by attachments, distress, replevin, garnishment, actions at law, suits in equity or otherwise, and to compromise and agree for the same, and to make, seal and deliver acquittances or other sufficient discharges for the same.

2. Bargain, contract, buy, sell, convey, receive, mortgage, hypothecate, lease, manage, operate, repair, improve and in any and every way and manner to deal in and with goods and merchandise, choose in action, and other property, in possession or in action and whether real or personal, upon such terms and conditions, and with such warranties and covenants, as the attorney shall think fit.

3. Make, do and transact all and every kind of business of what nature and kind whatsoever.

4. Make and execute any bond whatsoever as principal and to sign, seal, acknowledge and deliver the same for me and in my name as principal.

5. Demand, sue for, receive, and give effectual discharges, for all the rents and profits now due, or which shall become due me; and to take and use all lawful proceedings for recovering the said rents and profits, and for ejecting defaulting tenants and occupants, and for terminating the tenancy or occupation thereof, and for obtaining, recovering, and retaining possession of all or any of the premises held or occupied by such defaulters.

6. Bargain, grant, and convey to such person or persons any and all real estate or interest in land owned by me and for such sum or sums of money, as my attorney in fact shall deem proper; and, upon such sale or sales, to make, sign, seal, acknowledge and deliver deeds with such a covenant or covenants, general or special or warranty, quit claim or otherwise, as my attorney shall deem expedient.

7. Sell and transfer unto any person or persons whatever, and for such price as the attorney in fact shall think fit, any or all of the shares of stock of any corporation owned by me and make and pass all necessary acts of assignments.



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8. Appear and vote, and otherwise act as my proxy or representative, in respect to such number of shares as I may be entitled to vote, at any and all meetings of stockholders of companies or corporations in which I now or may hereafter have stock, and for such purpose to sign and execute any proxies or other instruments.

9. Sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, assignments, mortgages, hypothecations, bills, bonds, options notes, receipts, evidences of debt, and such other instruments in writing of whatever kind or nature.

10. Make withdrawals (and "repurchases") from any and all bank accounts (checking or savings), money market funds and savings and loan accounts (or "shares") and enter any and all safe deposit boxes.

11. Purchase bonds which are redeemable to pay Federal estate taxes at more than their market value and to borrow money in order to purchase such bonds.

12. Purchase, pay the premiums on, exercise my rights to elect options, and borrow against any life, casualty, health or accident insurance. The attorney in fact, however, is specifically prohibited from having any power or authority over any life insurance policies which the principal owns on the life of the attorney in fact.

13. Seek appropriate court orders mandating acts which the attorney in fact deems appropriate if a third party refuses to comply with, or give effect to, actions taken by the attorney in fact which are authorized herein or enjoining acts by third parties which the attorney in fact has not authorized. In addition the attorney in fact may bring legal action against any third party who fails to comply with actions authorized herein and demand damages, including punitive damages, on my behalf for such noncompliance.

14. Have all the above powers with respect to all and any property acquired by me after the date hereof as well as with property presently owned by me.

15. Perform any and all acts that I can perform with respect to all tax matters (including, but not limited to, federal income and gift taxes, self-employment taxes, intangible taxes and excise taxes). Such power shall include, but shall not be limited to, the power to sign or issue, or both, Forms W-2, 709, 942, 1040, 1040A, 1040EZ, 1040X, 1040ES, 4868, 2688, 2210 and 2848, or any substitutes therefore; to claim tax refunds and credits; to execute waivers of any period of limitation; request extensions of time; execute any waiver of restrictions on assessments for collection of any tax; execute Petition of Appeal to the United States Tax Court; to consent to "gift-splitting" under the federal gift tax law or any similar law; to employ others to assist and represent me in any tax matters; to permit such persons to

receive confidential information concerning same; to compromise and settle tax claims or disputes; and to prepare, execute and file any returns or other documents in regard to same.

16. Transfer and convey to the trustee or trustees then acting under any revocable trust agreement executed by me (regardless of whether such trust agreement was executed or amended prior to or subsequent to the date hereof and regardless of whether, by virtue of the terms of such trust agreement, the property transferred to the trustee(s) of such trust will, upon my death, be distributed pursuant to the provisions of such trust agreement instead of such trust assets being "poured into" and made a part of my probate estate and thus being ultimately distributed in accordance with the provisions of my Will or pursuant to laws of descent and distribution) any and all assets, real or personal, now or at any time hereafter standing in my name (or owned jointly, commonly or otherwise with any other person or persons). This shall include the power to transfer the same into the names of any nominee or nominees as such trustee or trustees shall direct (even into the names of persons or firms which would not cause the ownership of public record to appear as being in the name of such trust).

17. Notwithstanding the powers contained in this durable power of attorney, my attorney in fact may not:

- a. Perform duties under a contract that requires the exercise of my personal services;
- b. Make any affidavit as to my personal knowledge;
- c. Vote in any public election on my behalf;
- d. Execute or revoke any will or codicil on my behalf;
- e. Create, amend, modify, or revoke any document or other disposition effective at my death or transfer assets to an existing trust created by me unless expressly authorized by this power of attorney;
- f. Exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

18. This instrument is executed by me in the State of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

This instrument is to be construed and interpreted as a durable power of attorney as provided for in Florida Statute Section 709.08 as this statute may be



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amended from time to time. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my attorney in fact. This instrument is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions.

19. Third Party Reliance.

a. Any third party may rely upon the authority granted in my durable power of attorney until the third party has received notice as provided herein.

b. Until a third party has received notice of revocation pursuant to the terms contained herein, partial or complete termination of the durable power of attorney by adjudication of incapacity, suspension by initiation of proceedings to determine incapacity, my death, or the occurrence of an event referenced in this durable power of attorney, the third party may act in reliance upon the authority granted in this durable power of attorney.

c. A third party that has not received written notice hereunder may, but need not, require that my attorney in fact execute an affidavit stating that there has been no revocation, partial or complete termination, or suspension of the durable power of attorney is exercised. A written affidavit executed by my attorney in fact under this paragraph may, but need not, be in the following form:

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared EDNA TAYLOR BLAKE (attorney in fact) ("Affiant") who swore or affirmed that:

1. Affiant is the attorney in fact named in the durable power of attorney executed by _____ on this _____ day of _____, 200____.

2. To the best of Affiant's knowledge after diligent search or inquiry:

a. The Principal is not deceased, has not been adjudicated incapacitated, and has not revoked, partially or completely terminated, or suspended the durable power of attorney; and

b. A petition to determine the incapacity of or to appoint a guardian for the Principal is not pending.

3. Affiant agrees not to exercise any powers granted by the durable power of attorney if Affiant attains knowledge that it has been revoked, partially or completely



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terminated, suspended, or is no longer valid because of the death or adjudication of incapacity of the Principal.

Affiant

Sworn and subscribed before me this ____ day of _____, 200__, by _____ who did not take an oath and who:

- () (is personally known to me).
- () (produced current drivers license as identification).
- () (produced _____ as identification)

Notary Public

My commission expires:

d. Third parties who act in reliance upon the authority granted to my attorney in fact hereunder and in accordance with the instructions of the attorney in fact will be held harmless by me from any loss suffered or liability incurred as a result of actions taken prior to receipt of written notice of revocation, suspension, notice of a petition to determine incapacity, partial or complete termination, or my death. A person who acts in good faith upon any representation, direction, decision or act of my attorney in fact is not liable to me or to my estate, beneficiaries or joint owners for those acts.

e. My attorney in fact is not liable for any acts or decisions made by him or her in good faith and under the terms of the durable power of attorney.

20. Notice.

a. A notice, including, but not limited to, a notice of revocation, partial or complete termination, suspension, or otherwise, is not effective until written notice is served upon my attorney in fact or any third persons relying upon this durable power of attorney.

b. Notice must be in writing and served on the person or entity to be bound by such notice. Service may be by any form of mail that requires a signed receipt or by personal delivery as provided in the Florida Statutes for service of process, and must otherwise be in accordance with Florida Statute Section 709.08.



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21. In any judicial action regarding this durable power of attorney, including, but not limited to, the unreasonable refusal of a third party to allow an attorney in fact to act pursuant to the power, and challenges to the proper exercise of authority by the attorney in fact, per statute, the prevailing party is entitled to damages and costs, including reasonable attorney's fees.

22. This durable power of attorney shall be non-delegable, except as to the stock powers which may be delegated to a transfer agent per paragraph 1.f. hereunder, and shall be valid until such time as I shall die, revoke the power, or shall be adjudged totally or partially incompetent by a court of competent jurisdiction. I may revoke the power only by providing written notice to my attorney in fact. All acts of my attorney in fact taken or done without actual knowledge of 1) my death, 2) an adjudication of my incompetency, or 3) my revocation are valid and effective, and are hereby ratified and confirmed.

23. Revoke any and all powers of attorney previously executed by me and to appoint successor attorneys under this general power of attorney with the same powers, or with such limited powers as the named attorney hereunder shall specify, and to revoke any such appointments so made.

Full power and authority is hereby given and granted unto said attorney to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present. I hereby ratify and confirm all that said attorney shall lawfully do or cause to be done by virtue of these presents.

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY DISABILITY OF THE PRINCIPAL EXCEPT AS PROVIDED BY STATUTE. SAID ATTORNEY IS THE SPOUSE OF THE PRINCIPAL.

If the said RAYMOND TERRELL WILLIAMS is unable or unwilling at any time to act as such attorney, I appoint my daughters, VICTORIA WILLIAMS LEWIS and KIMBERLY DALE CALLAHAN, or the survivor between them, to be such attorneys in his place and stead. Any person dealing with such successor attorney may rely upon such successor attorneys' certification that the original attorney is unable or unwilling to serve.



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IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 8 day
of August, 2000.

Signed, sealed and delivered
in our presence:

Mary E. Moon
Sign

MARY E. Moon
Print

Edna E. Collins
Sign

Edna E. Collins
Print

Susan Slappey Williams
SUSAN SLAPPEY WILLIAMS

STATE OF FLORIDA)
COUNTY OF DUVAL)

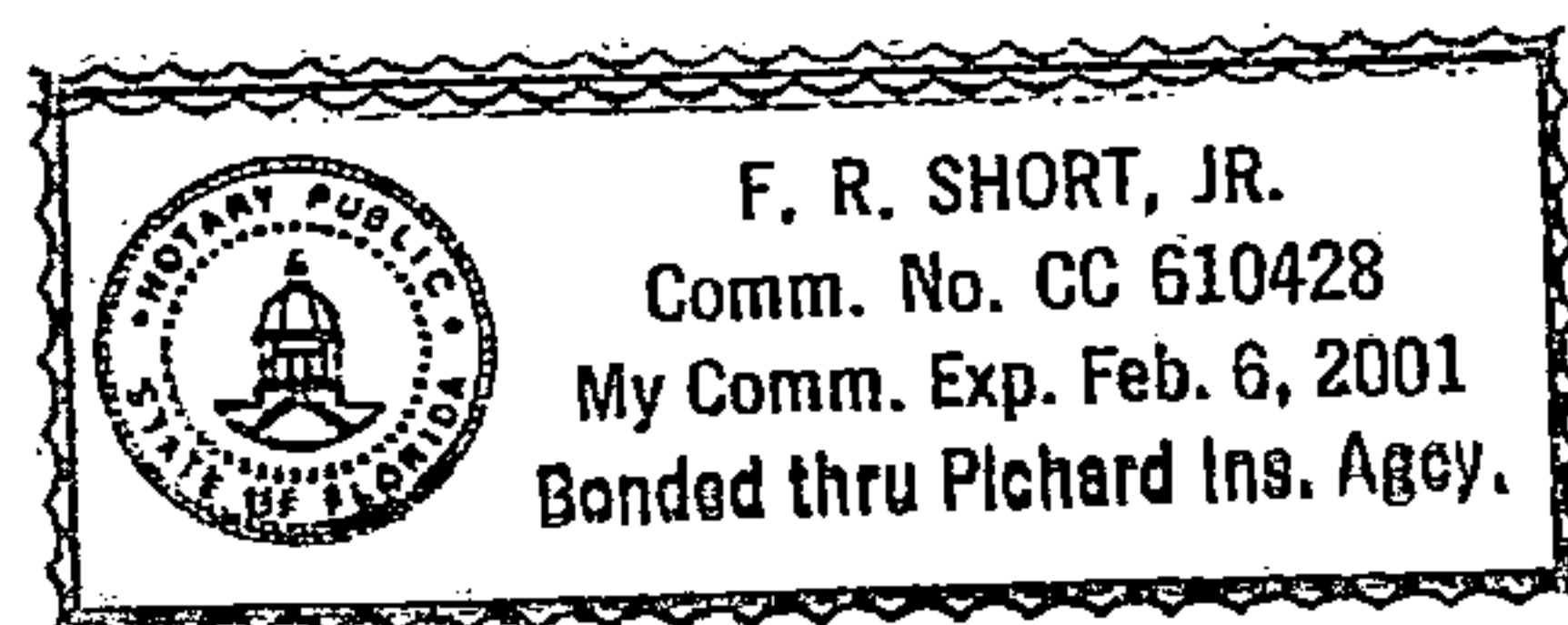
The foregoing instrument was acknowledge before me this 8th day of
August, 2000, by SUSAN SLAPPEY WILLIAMS who did not take an oath and who:

☒ is personally known to me.

☐ produced current Florida drivers licenses as identification.

☐ produced _____ as identification.

F. R. Short, Jr.
Notary Public



State of Florida at Large (SEAL)
My Commission Expires: