

Parcel I.D. #:

Send Tax Notice To: Central State Bank ✓
P.O. Box 180
Calera, AL 35040

WARRANTY DEED

in Lieu of Foreclosure

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

This indenture made and entered into on the date shown herein below, by and between, **Mary F. Carlile**, hereinafter known as Grantor, and **Central State Bank**, hereinafter known as Grantee,

That, Whereas, a mortgage was executed by Grantor to Grantee on 24 August, 2001, to secure the indebtedness of Forty-Nine Thousand Four Hundred Seventy Dollars and 00/100 (49,470.00), and recorded as Instrument # 2001-44333, in the Shelby County Judge of Probate's Office,

Whereas, said indebtedness is due and payable, and the Grantor is unable to pay same but is desirous of saving the expense of a foreclosure of said mortgage under the power of sale contained in the same,

Now, Therefore, in consideration of the premises, and in further consideration of the sum of One Hundred Dollars and 00/100 (\$100.00), in hand paid to Grantor by Grantee, the receipt and sufficiency whereof is hereby acknowledged, the Grantor has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee the following described real estate situated in Shelby County, Alabama, to wit:

PARCEL I: All that part of Seventh Street North of 11th Avenue lying East of the South 140 feet of Lot 12, of Block 43 and West of the South 140 feet of Lot 7 of Block 44, according to Safford's Map of the Town of Shelby, Alabama, dated 1890, as recorded in Map Book 3, Pages 38 and 47 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II: The East 10 feet of the South 140 feet of Lot 12, Block 43 and the South 140 feet of Lot 7 of Block 44 and that portion of Lot 8, of Block 44, lying West of public road known as Shelby County Highway No. 47, according to Safford's Map of the Town of Shelby, Alabama, dated 1890, and recorded in Map Book 3, Pages 38 and 47 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to any and all easements, rights of way and restrictions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD to the said GRANTEE together with every contingent remainder and right of reversion.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs, and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all person.

It is Agreed between the parties to this instrument that the same shall operate and have effect as though said mortgage had been foreclosed under the power contained in same, and the property herein described purchased by **Central State Bank**, the Grantee, for the sum of Forty-Four Thousand Four Dollars and 75/100 (\$44,004.75).

In Testimony of All which the Grantor has hereunto set his/her hand and seal on this the 11 Day of April, 2005.

Mary F. Carlile
MARY F. CARLILE
Grantor

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said State, do hereby certify that *Mary F. Carlile, a widow*, whose name is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me and my official seal of office, that she did execute the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 11 Day of April, 2005.

Lisa Diane Briscoe

NOTARY PUBLIC

My Commission Expires:

LISA DIANE BRISCOE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
NOVEMBER 15, 2008

This Instrument Prepared By:

Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, AL 35040

Closing did not occur in the office of the preparer.