

Send Tax Notice To  
Mac Martin:  
BankTrust  
P.O. Box 799  
Selma, Alabama 36702

STATE OF ALABAMA     )  
SHELBY COUNTY    )

## WARRANTY DEED

### Recitals

1. The undersigned T&A Partners, Inc. (the "Grantor"), is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") and
2. Grantor has previously executed and delivered to BankTrust (formerly Peoples Bank & Trust Company)(the "Grantee") that certain Mortgage dated June 7, 2005 and recorded in Instrument Number 200508/03000394310 in the Office of the Judge of Probate of Shelby County, Alabama and Mortgage and Security Agreement dated April 11, 2007, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 2007042/5000192750 (the "Mortgage"), which Mortgage attaches to the Property.
3. Grantor has agreed to transfer the Property to the Grantee for a satisfaction of the secured indebtedness.

NOW, THEREFORE, in consideration of the premises, the satisfaction of the secured indebtedness and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, all that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns, in fee simple forever. The Grantor does covenant for itself and its successors and assigns, that at the signing of these presents, it is well seized of the Property as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same free and clear from all encumbrances except the Mortgage and that it and its successors and assigns will warrant and defend said premises, with the appurtenances thereunto belonging unto the Grantee, its successors and assigns, against all lawful claims and demands whatsoever. All covenants and agreements made herein shall bind the Grantor, its successors and assigns. This conveyance is intended to

constitute a deed in lieu of foreclosure under Ala. Code Section 35-10-51 with respect to the Mortgage.

It is understood and agreed that the lien and title to the Mortgage shall be merged in the title hereby conveyed only in the event of the full effectiveness of: (a) the foreclosure of the Mortgage upon the remainder of the property mortgaged to the Grantee and (b) this conveyance of the lots described on Exhibit A according to the terms and provisions expressed herein; and, that if for any reason this conveyance or the Mortgage foreclosure sale shall be held ineffective, or in the event of the setting aside of this conveyance in any proceedings instituted under the Bankruptcy Code, 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 Notes secured thereby, and in any such event Grantee shall have the right to proceed to foreclosure of the Mortgage in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be executed on this the 28 day of Feb., 2008.

T&A PARTNERS, INC.


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF ALABAMA       )  
SHELBY COUNTY    )

  
20080306000093490 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
03/06/2008 03:39:57PM FILED/CERT

I, David B Anderson, a Notary Public in and for said County in said State, hereby certify that L.B. Ammons, whose name as President of T&A Partners, Inc., an Alabama corporation, 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 Warranty Deed, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the 28<sup>th</sup> day of February, 2008.

David B Anderson  
Notary Public

AFFIX SEAL

My Commission Expires: March 14, 2011

This instrument prepared by:

David B. Anderson  
Anderson & Associates, LLC  
505 North 20<sup>th</sup> Street  
Financial Center, 1450  
Birmingham, AL 25203  
Telephone: (205) 324-1230

EXHIBIT "A:

A parcel of land in the West half of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama; described as follows:

Commence at the Southeast corner of said Section 2, thence run North 00 degrees 28 min 47 sec West a distance of 2435.99 feet, thence run South 87 degrees 12 min 09 sec West a distance of 770.09 feet to a point on the South Right of Way of Alabama Highway #25 to the point of beginning:

Thence run South 00 degrees 48 min 57 sec West a distance of 267.02 feet thence run South 02 degrees 34 min 42 sec West a distance of 366.00 feet thence run South 87 degrees 25 min 18 sec East a distance of 120.31 feet, thence run South 00 degrees 51 min 57 sec West a distance of 703.16 feet thence run North 87 degrees 37 min 38 sec West a distance of 641.72 feet thence run North 00 degrees 02 min 42 sec West a distance of 971.45 feet thence run South 88 degrees 35 min 42 sec East a distance of 136.00 feet, then run North 00 degrees 02 min 42 sec West a distance of 324.00 feet to a point on the South Right of Way of said Highway, thence run North 86 degrees 55 min 56 sec East a distance of 417.63 feet along said right of way to the point of beginning.