

This instrument prepared by
and upon recording return to:


H. Chandler Combest
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203

Send Tax Notice To:

Synovus Bank
P. O. Box 31
Jasper, Alabama 35502-0031

STATE OF ALABAMA)

SHELBY COUNTY)


20120510000164620 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
05/10/2012 12:32:40 PM FILED/CERT

DEED IN LIEU OF FORECLOSURE

RECITALS

A. **LYNNE SHORES KILLION**, an individual resident of the State of Alabama, and **CHRIS KILLION**, an individual resident of the State of Alabama (collectively, the "Grantor"), wife and husband, are the owners and record title holders of all that real property situated in Shelby County, Alabama, together with the improvements located thereon, as described below (the "Property"):

Lot 214, According to the Survey of Shoal Creek Subdivision, as recorded in Map Book 6 Page 150, in the Probate Office of Shelby County, Alabama.

B. **SYNOVUS BANK**, a Georgia banking corporation (the "Grantee"), is the holder of that certain *Real Estate Mortgage and Security Agreement* in favor of First Bank of Jasper, a division of Synovus Bank, dated March 18, 2011, and recorded on March 25, 2011, in the Office of the Judge of Probate of Shelby County, Alabama as instrument number 20110325000094840 (the "Mortgage"), with respect to the Property.

C. The Mortgage secures certain indebtedness owing to the Grantee by Grantor and CAPSCO Industries, Inc. (the "Borrower") as more particularly described in the Mortgage;

D. Said indebtedness has not been paid when due, and is presently in default;

E. Grantor has agreed to convey the property described in the Mortgage to Grantee in lieu of foreclosure, and Grantee has agreed that the sum of \$1,000,000 will be credited toward the obligations secured by the Mortgage; and

F. Grantor has been advised by counsel in determining whether to enter into this instrument, and has chosen to do so voluntarily and knowingly, without coercion, and upon a determination that it is fair and is in Grantor's best interest to do so;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, subject to the matters hereinafter set forth, the Property, to-wit:


Lot 214, According to the Survey of Shoal Creek Subdivision, as recorded in Map Book 6 Page 150, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of said premises; that the Property is free from all encumbrances except as set forth hereinabove; that the Grantor has a good right to sell and convey the Property as aforesaid; and that the Grantor will, and its successors and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.

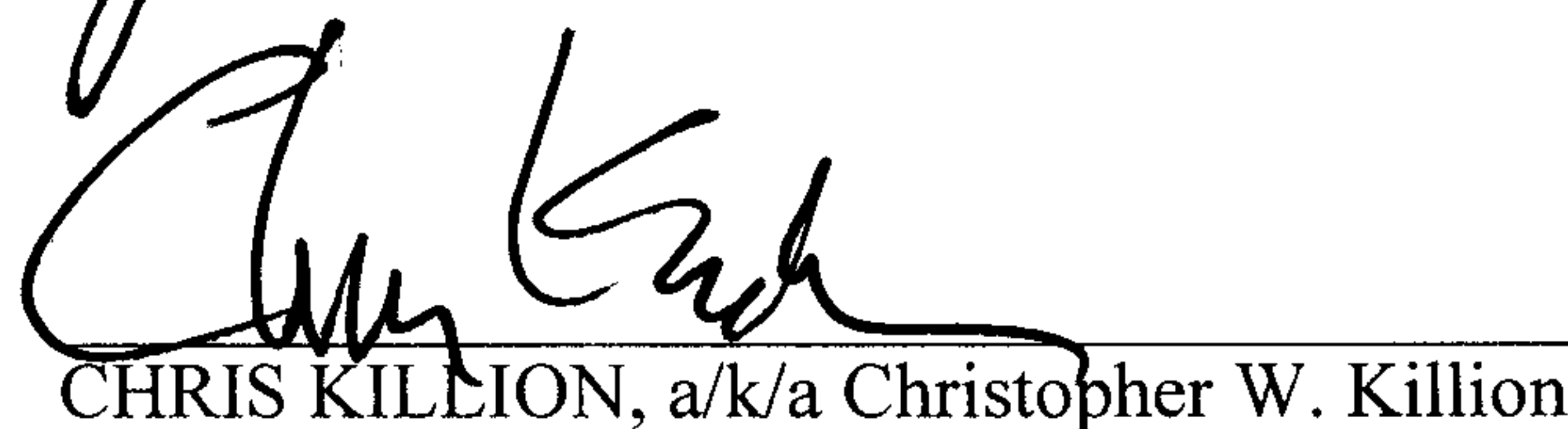
This instrument is and shall constitute a deed in lieu of foreclosure as provided in Section 35-10-50 and Section 35-10-51 of the *Code of Alabama*, (1975). This Deed in Lieu of Foreclosure in accordance with Alabama Code sections 35-10-50, et seq. (1975), (1) transfers to the Grantee all right, title and interest of the Grantor in the Property, including but not limited to all rights of redemption, statutory or equitable; (2) does not effect a foreclosure of the Mortgage covering the Property; (3) does not give rise to a statutory right of redemption in the Grantor or any other person; (4) does not result in a merger of the Grantee's rights with the Grantor's equity of redemption for any purpose; (5) does not affect the rights or interest of any person or entity other than the Grantor in the Property; and **(6) serves only to repay in part, and not to fully repay, the obligations owing by Grantor and Borrower to Grantee, and accordingly Grantee reserves fully, and does not release or waive or impair, any and all rights and remedies of Grantee to recover the remaining amount of the obligations owing from Grantor, Borrower and/or any applicable collateral securing such obligations, and Grantor acknowledges, confirms and agrees that Grantee shall have and reserves fully all such rights.**

[SIGNATURE PAGE FOLLOWS]


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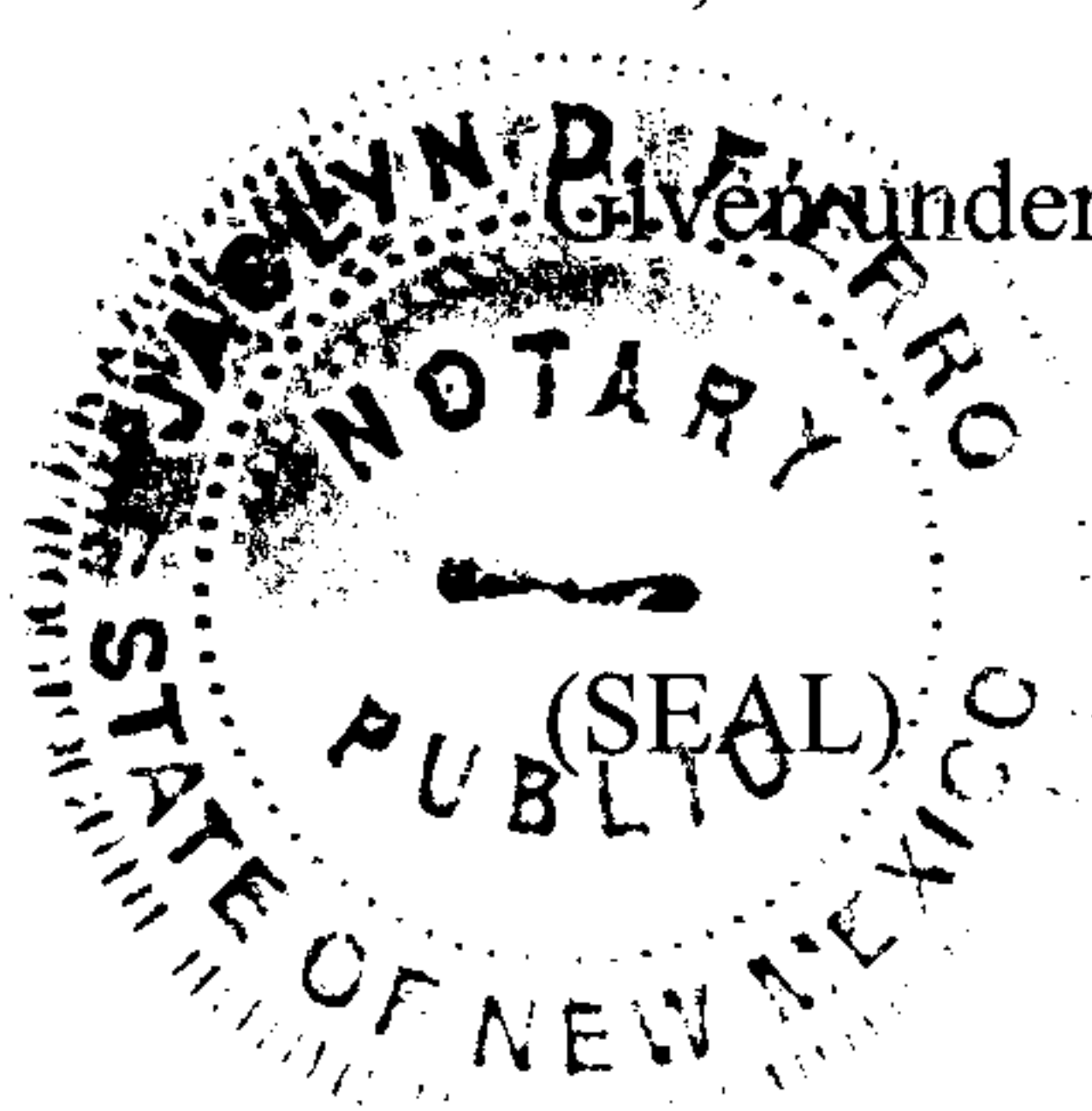
IN WITNESS WHEREOF, Lynne Shores Killion and Chris Killion, wife and husband, have caused these presents to be executed on and as of the 2nd day of ~~April~~ ^{May}, 2012.


LYNNE SHORES KILLION



CHRIS KILLION, a/k/a Christopher W. Killion

STATE OF nm)
Eddy COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lynne Shores Killion, whose name, 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, she executed the same voluntarily on the day the same bears date.

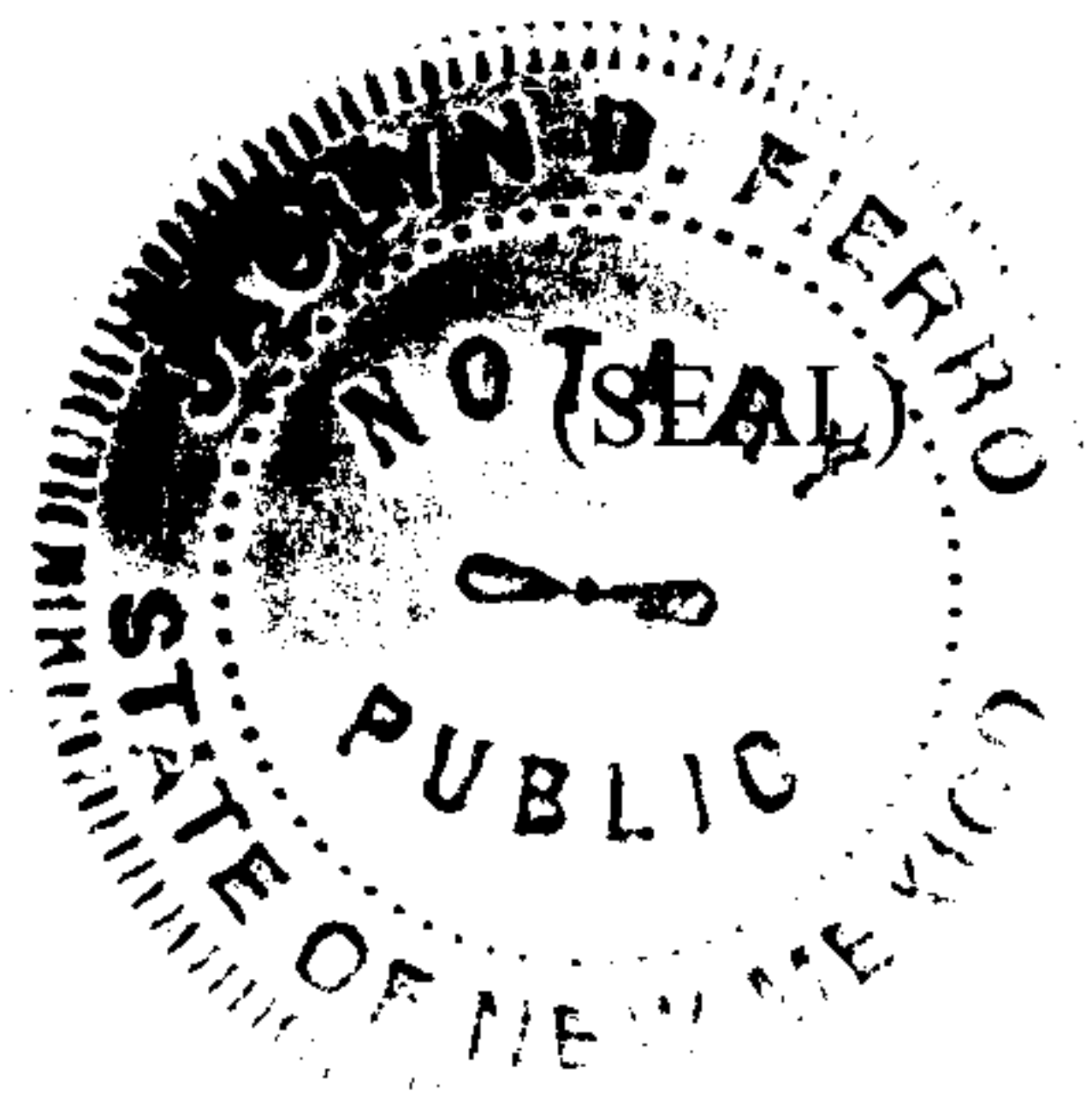


Given under my hand and official seal this the 2nd day of ~~April~~ ^{May}, 2012.

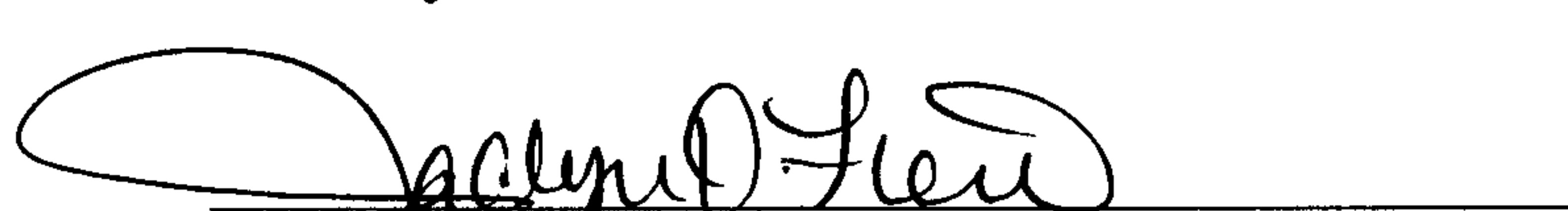

Notary Public
My commission expires: July 18, 2015

STATE OF nm)
Eddy COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Chris Killion, a/k/a Christopher W. Killion, whose name, 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 executed the same voluntarily on the day the same bears date.



Given under my hand and official seal this the 2nd day of ~~April~~ ^{May}, 2012.


Notary Public
My commission expires: July 18, 2015