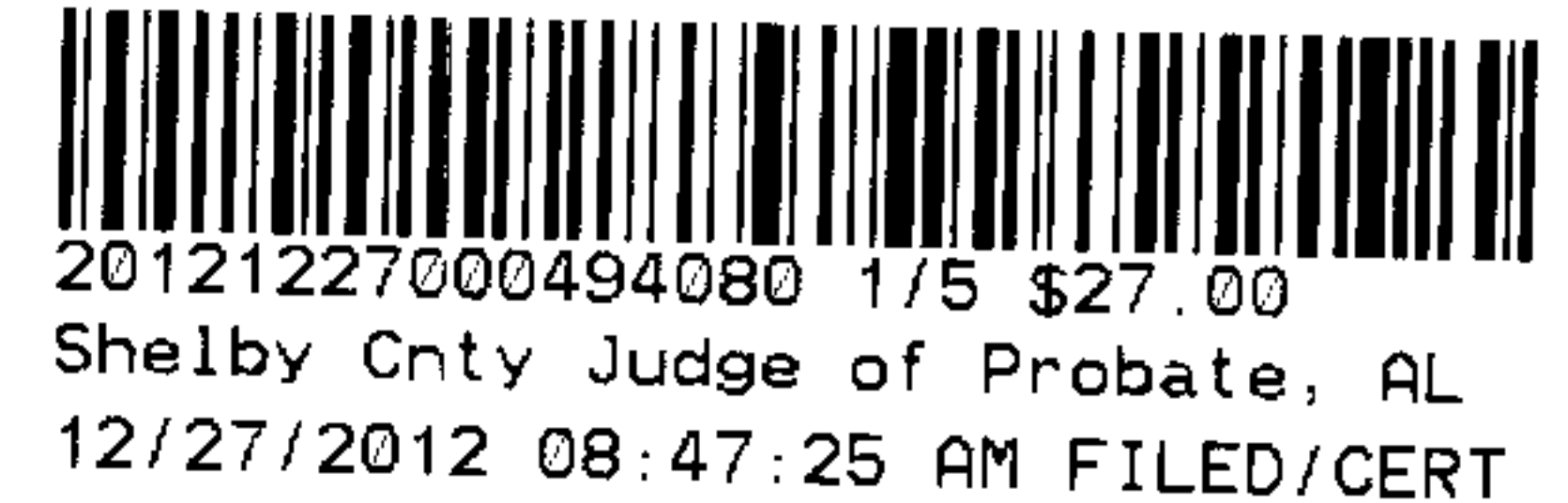


Send Tax Notice to:
Frontier Bank
P. O. Drawer 630
Sylacauga, AL 35150
Attention: Jan Kromer

STATE OF ALABAMA)
COUNTY OF SHELBY)

DEED IN LIEU OF FORECLOSURE



KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the amount owed to the Grantee herein under that certain Multipurpose Note and Security Agreement dated November 3, 2006 (being an amendment, restatement and renewal of that certain promissory note dated November 3, 2000), executed by **KIMBRELL, L.L.C.**, in favor of **FRONTIER BANK**, (together with any and all amendments thereto and renewals thereof at any time made, the "Note") and that certain Mortgage and Security Agreement executed by the said **KIMBRELL, L.L.C.** in favor of **FRONTIER BANK** dated November 3, 2000, and filed for record on May 8, 2000, in Instrument #2000-14994 in the Probate Office of Shelby County, Alabama (the "Recording Office"), as amended by that certain Amendment to Mortgage and Security Agreement dated March 12, 2003, and filed for record on March 19, 2003, in Instrument #20030319000165730 in the Recording Office, that certain Partial Mortgage Release dated August 8, 2003, and filed for record on August 18, 2003, in Instrument #20030818000542070 in the Recording Office (releasing certain property from the lien of the Mortgage, as hereinafter defined), and that certain Amendment to Mortgage and Security Agreement dated November 3, 2006, and filed for record on November 15, 2006, in Instrument #20061115000560420 in the Recording Office (said Mortgage and Security Agreement, as so amended, being herein referred to as the "Mortgage"); and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, **KIMBRELL, L.L.C.**, an Alabama limited liability company (herein referred to as "Grantor"), does hereby grant, bargain, sell and convey unto **FRONTIER BANK**, a Georgia banking corporation (herein referred to as "Grantee"), the hereinafter described real estate situated in Shelby County, Alabama (herein referred to as the "Property"):

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR
LEGAL DESCRIPTION OF PROPERTY.**

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, easements, improvements, hereditaments, tenements and appurtenances thereto belonging or in anywise appertaining, all fixtures, if any, now attached to and used in connection with the real estate hereinabove described, and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said real estate.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantor.

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 effectiveness of this conveyance, according to the terms and 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 Grantee's lien, title, and rights under the Mortgage with respect

to the Property, and the indebtedness secured thereby, and, in any such event, said Grantee shall have the right to proceed to a foreclosure of the Mortgage with respect to the Property 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 Grantor, 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 herein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantor does, for itself and its successors and assigns, covenant with the said Grantee that Grantor is lawfully seized of said premises in fee simple; that said premises are free from all encumbrances except taxes for the current and subsequent years not yet due and payable and the Mortgage and any and all other recorded encumbrances, liens, restrictions, covenants, declarations, reservations, limitations, conditions, set-back lines, rights-of-way, regulations, and other matters of record in the Probate Office of Shelby County, Alabama; that Grantor has a good right to sell and convey the same as aforesaid; and that Grantor will, and Grantor's successors and assigns shall, warrant and defend the same unto the said 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 its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature and seal, by and through its duly authorized representatives, this the 21 day of May, 2012.

KIMBRELL, L.L.C.

By: [Signature] (SEAL)
Name: John C. Kimbrell, Jr.
Its: Manager and Member

By: [Signature] (SEAL)
Name: John Bradford Kimbrell
Its: Member

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Kimbrell, Jr., whose name as Manager and a Member of Kimbrell, L.L.C., an Alabama limited liability company, 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, in such capacities and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21 day of May, 2012.

[Signature] (SEAL)
Notary Public

My Commission Expires:

KELLI FOSTER

Notary Public - Alabama State at Large
My Commission Expires 1/15/2013

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Bradford Kimbrell, whose name as a Member of Kimbrell, L.L.C., an Alabama limited liability company, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21 day of May, 2012.

Kelli Foster (SEAL)
Notary Public

My Commission Expires: _____

KELLI FOSTER
Notary Public - Alabama State at Large
My Commission Expires 1/15/2013

This Instrument Prepared By:
Timothy D. Davis
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P. O. Box 55727
Birmingham, Alabama 35255-5727




20121227000494080 3/5 \$27.00
Shelby Cnty Judge of Probate, AL
12/27/2012 08:47:25 AM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 17 and the NE 1/4 of the NW 1/4 of Section 20, all in Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of said Section 20; thence run in an Easterly direction along the North line of said Section on a bearing of North 89 deg. 49 min. 41 sec. East a distance of 1326.57 feet to the point of beginning; thence turn an angle and run to the North, along the West line of the SE 1/4 of the SW 1/4 of said Section 17, on a bearing of North 00 deg. 19 min. 23 sec. West a distance of 774.25 feet to a point; thence turn an angle to the right and run in a Easterly direction on a bearing of North 89 deg. 37 min. 31 sec. East a distance of 1114.30 feet to a point, said point being on the Westerly right of way of U. S. Highway 280 and being on a curve to the left; thence turn an angle to the right and run in a Southeasterly direction, along said right of way and along the arc of said curve, having a radius of 3424.04 feet, a central angle of 02 deg. 08 min. 26 sec. and a chord bearing of South 24 deg. 07 min. 02 sec. East, an arc distance of 127.93 feet to a point; thence turn an angle to the right and, leaving said right of way, run in a Southwesterly direction on a bearing of South 75 deg. 03 min. 29 sec. West a distance of 388.88 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of South 31 deg. 06 min. 16 sec. East a distance of 145.01 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 56 deg. 14 min. 08 sec. West a distance of 601.06 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 23 deg. 37 min. 55 sec. West a distance of 145.76 feet to a point, said point being on a curve to the right; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve, having a radius of 570.00 feet, a central angle of 19 deg. 05 min. 26 sec., and a chord bearing of South 75 deg. 41 min. 44 sec. West, an arc distance of 189.92 feet to a point; thence run tangent to last described curve, in a Southwesterly direction, on a bearing of South 85 deg. 14 min. 26 sec. West a distance of 105.33 feet to a point, said point being the beginning of a curve to the left; thence run in a Southwesterly direction, along the arc of said curve, having a radius of 500.00 feet, a central angle of 01 deg. 41 min. 00 sec., and a chord bearing of South 84 deg. 23 min. 57 sec. West, an arc distance of 14.69 feet to a point; thence turn an angle to the right and run in a Northerly direction, on a bearing of North 00 deg. 16 min. 50 sec. West a distance of 84.13 feet to the point of beginning; being situated in Shelby County, Alabama.


20121227000494080 4/5 \$27.00
Shelby Cnty Judge of Probate, AL
12/27/2012 08:47:25 AM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Kimbrell, L.L.C.
Mailing Address 2036 Country Ridge Circle
Birmingham, Alabama 35243

Grantee's Name Frontier Bank
Mailing Address 134 Foothills Parkway
Chelsea, Alabama 35043
ATTN: Jan Kromer

Property Address No property address -Vacant Land

Date of Sale December 21, 2012

Total Purchase Price \$ _____

or

Actual Value \$ _____

or

Assessor's Market Value \$ 819,040.00



20121227000494080 5/5 \$27.00
Shelby Cnty Judge of Probate, AL
12/27/2012 08:47:25 AM FILED/CERT

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale

☐ Appraisal

☐ Sales Contract

☒ Other Shelby County Revenue - Parcel #09 4 17 3 003 021.001

☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Print Timothy D. Davis

Unattested _____

Sign _____

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1