## This Instrument Prepared Without Benefit of Survey By:

20130912000370730 1/3 \$21.00 Shelby Cnty Judge of Probate, AL

09/12/2013 02:21:14 PM FILED/CERT

Burt W. Newsome Newsome Law, L.L.C. P.O. Box 382753 Birmingham, AL 35238 (205) 747-1970

STATE OF ALABAMA

§ §

SHELBY COUNTY

\ \{\}

## DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Hundred Eighty Eight Thousand and NO/100 (\$188,000.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor, C. G. Canter and Associates, Inc. (herein referred to as "Grantor"), hereby grant, bargain, sell, and convey unto Renasant Bank (herein referred to as "Grantee"), all that certain property situated in Shelby County, Alabama, more particularly described as follows:

Lot 52, According to the Survey of Lake Forest Sixth Sector, as recorded in Map Book 36, Page 35 A & B, in the Probate Office of Shelby County, Alabama.

This is a deed in lieu of foreclosure. It is the intention of the Grantor and the Grantee that this deed and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of § 35-10-50 & 35-10-51, Code of Alabama (1975), as amended. Without limiting the generality of the foregoing sentence, the Grantor and Grantee agree that this deed shall have the effect of transferring absolute title to the above described property to the Grantee free of any statutory or equitable right of redemption in the Grantor or anyone claiming by or through the Grantor. It is the further intention of the Grantor and Grantee that the lien created by that certain Mortgage from Grantor to Grantee, dated March 15, 2007, and recorded on March 21, 2007, in the Office of the Judge of Probate of Shelby-County, Alabama, in Instrument Number 20070321000129270, will not merge into the fee title acquired by the Grantee pursuant to this deed. No such merger will occur until such time as the Grantee executes a written instrument specifically effecting such merger or releasing said Mortgage and duly records the same.

To have and to hold to Grantee, its successors and/or assigns forever, together with every contingent remainder and right of reversion. And Grantor does for itself, its successors, heirs and/or assigns, covenant with Grantee, its successors and/or assigns, that it is lawfully seized in fee simple of said real estate, that it is free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors, heirs and/or assigns shall, warrant and defend the same to the Grantee, its successors and/or assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the day of september, 2013.

| BY:            |
|----------------|
| ITS: President |
|                |

| STATE OF ALABAMA   | §               |                           |                           |
|--|-----------------|---------------------------|---------------------------|
| COUNTY OF Jefferson  | § ss.           |                           |                           |
| COUNTY OF JOTENOIU   | 8               |                           |                           |
| I, the undersigned authority certify that <u>C.G. Canter</u> | y, a Notary Pu  | blic in and for said Cour | nty in said State, hereby |
| certify that C. G. Canter                                    | <b>5</b> R as   | President                 | of C. G. Canter           |
| and Associates Inc. whose name is                            | s signed to the | foregoing conveyance, as  | ild who is known to me,   |
| acknowledged before me on this d                             | ay that, being  | informed of the contents  | of the conveyance, has    |
| executed the same voluntarily.                               |                 |                           |                           |

Given under my hand and seal this the 9th day of September, 2013.

C. G. Canter and Associates, Inc.

My Commission Expires: MY COMMENTED AND 11, 2014

BONCED THRU MOTARY FUELIC LEGISLANDERS

## Real Estate Sales Validation Form

| This  | •   | dance with Code of Alabama 1975, Section 40-22-1  |
|---|---|---|
| Crantor's Name  | C.G. Canter & Associa   | Hes, Inc. Grantee's Name Renasant Bank  |
| Liailing Address  | P.O. Box 2697   | Mailing Address 2001 tark tia Ce  |
|   | Anniston, Al-30au   | Firstinghom H 25208   |
|   |   | ATTIVITIES TOCKTON  |
| I roperty Address   | Int 52 of Survey  | Date of Sale  |
|   | Lake Forest le Sect   | Total Purchase Price \$   |
|   | Alabaster, M  | OI  |
|   |   | Actual Value \$ or  |
|   |   | Assessor's Market Value \$ 275,700  |
| The purchase price evidence: (check of Bill of Sale Sales Contract Closing States | ne) (Recordation of document  | this form can be verified in the following documentary entary evidence is not required)  Appraisal Other  |
|   |   | .   .   |
| , <b>_</b>  | document presented for reco<br>this form is not required.           | rdation contains all of the required information referenced   |
| <u> </u>  |   | Instructions  |
|   |   | he name of the person or persons conveying interest   |
| Grantee's name a  | nd mailing address - provide  | the name of the person or persons to whom interest  |
| to property is being  | g conveyed.   |   |
| Froperty address  | the physical address of the   | Sileton Cuto Trigge - E -   |
| Date of Sale - the  | date on which interest to the                                       | property was conveyed.  |
| · · · · · · · · · · · · · · · · · · ·   | ce - the total amount paid for the instrument offered for re        | the purchase of the property, both real and personal, ecord.  |
| onveyed by the ir   |   | he true value of the property, both real and personal, being This may be evidenced by an appraisal conducted by a trket value.  |
| esponsibility of va   | use valuation, of the property                                      | etermined, the current estimate of fair market value, as determined by the local official charged with the x purposes will be used and the taxpayer will be penalized h). |
| ccurate. I further f the penalty indicate   | understand that any false sta<br>cated in <u>Code of Alabama 19</u> |   |
| 1 Jate 1/2/2013   | 2   | Print Ohnstina Varancse   |
| Unattested  |   | Sign Sign   |
|   | (verified by)   | (Grantor/Grantee/Owner/Agent) circle one  |

Form RT-1