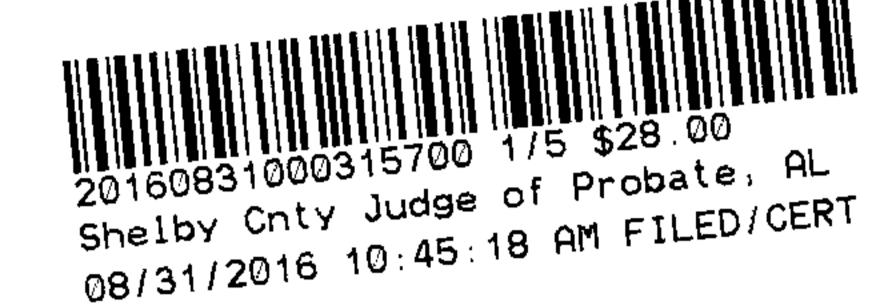
This instrument was prepared by:
Wesley K. Winborn, Esq.
Wallace, Jordan, Ratliff & Brandt, LLC
Post Office Box 530910
Birmingham, Alabama 35209
(205) 870-0555

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

## DEED IN LIEU OF FORECLOSURE

STATE OF ALABAMA	
COUNTY OF SHELBY	`



This indenture is made and entered into on this the 24 day of August, 2016, by and between the undersigned, the Estate of Larry Hughes, Sr. (the "Estate" or the "Grantor"), the estate of decedent Larry Hughes, Sr., the owner and record title holder of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), Teresa Hughes (the "Guarantor"), personal representative of the Estate and personal guarantor of the mortgage described herein, and Central State Bank (hereinafter referenced as Grantee).

#### WITNESSETH:

WHEREAS, a mortgage and security agreement was executed by Grantor, in favor of Grantee, on October 10, 2013, to secure an indebtedness of One Hundred Sixty-Nine Thousand Two Hundred Fifty and 66/100 (\$169.250.66) Dollars, same of which was recorded in the Office of the Probate Judge, Shelby County, Alabama, record number 20131025000423920; which said indebtedness; with interest, fees, and costs accrued thereon; and deduction for principal amounts paid and all credits rendered; amounts to the sum of One Hundred Sixty One Thousand Two Hundred Fifty-five and 08/100 (\$161,255.08) Dollars; and

WHEREAS, said indebtedness is due and payable, and 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 Grantee's forgiveness of Grantor's said indebtedness, by these

presents hereby grants, bargains, sells, and conveys unto Grantee, the Property, together

with any and all rights of redemption, statutory and equitable, of the Grantor or Guarantor.

Grantor and Guarantors expressly make this conveyance without reservation or

retention of any rights of redemption, statutory or equitable.

THE PROPERTY CONVEYED DOES NOT CONSTITUTE THE HOMESTEAD

OF GRANTOR, NOR THAT OF GRANTOR'S SPOUSE, NEITHER IS IT CONTIGUOUS

THERETO.

Together with all and singular the tenements, hereditaments, and appurtenances

thereunto belonging or in anywise appertaining.

To have and to hold the Property unto the said Grantee and unto its successors and

assigns, in fee simple forever.

The Grantor covenants with the Grantee that it is the owner of the Property and has

a good right to sell and convey the same; that the same is free of all encumbrances except

the Mortgage; and that the Grantor will forever warrant and defend the title to the Property

to the Grantee, its successors and assigns, forever. All covenants and agreements made

herein shall bind the Grantor and its successors and assigns.

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 the said Grantee, at and for the sum

of One Hundred Sixty One Thousand Two Hundred Fifty-five and 08/100 (\$161,255.08)

Dollars.

[The remainder of this page is intentionally blank.]

Shelby Cnty Judge of Probate, AL 08/31/2016 10:45:18 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed effective as of the day of August, 2016.

# THE ESTATE OF LARRY HUGHES, SR.

Teresa Hughes Its Personal Representation	personal Representative
Teresa Hughes, Personal	ly, as Guarantor

STATE OF ALABAMA ()
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Teresa Hughes**, whose name is signed to the foregoing instrument individually and in her capacity as Personal Representative of the Estate of Larry Hughes, Sr., and who is known to me, acknowledged before me on this day that, being informed of the contents of said Warranty Deed, she executed the same voluntarily on the day that bears the same date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 29 1 DAY OF AUGUST, 2016.

Notary Public

My Commission Expires 10-4-16

SHE COUNTY, ALLINGS

20160831000315700 3/5 \$28.00 20160831000315700 of Probate; Shelby Cnty Judge of Probate; 08/31/2016 10:45:18 AM FILED/CERT

#### EXHIBIT A TO DEED

### LEGAL DESCRIPTION OF PROPERTY

That parcel located in the Southwest Quarter of Section 22, Township 22 South, Range 2 West in Shelby County, Alabama, more particularly described as:

Commence at the Southeast corner of Block 197 of Dunstan's Map of Calera, recorded in the Office of the Judge of Probate of Shelby County, Alabama, said point being 1/2 inch rebar and cap; thence North 90 degrees 00 minutes 00 seconds West along the South line of said block for 190.20 feet to a 5/8 inch rebar and cap, "CA 845 LS", said point being the POINT OF BEGINNING; thence leaving said South line, a deflection angle right of 88 degrees 32 minutes 42 seconds for 149.99 feet to a 5/8 inch rebar and cap, "CA 845 LS:, thence an interior angle right of 271 degrees 25 minutes 19 seconds for 82.02 feet to a 5/8 inch rebar and cap, "CA 959 LS"; to the West right of way of Foundry Road, thence an interior angle right of 90 degrees 03 minutes 20 seconds for 149.95 feet along said right of way to a 5/8 inch rebar and cap, "CA 959 LS" to the South right of way of Highway 25; thence an interior angle right of 89 degrees 57 minutes 46 seconds for 195.85 feet along said right of way to a 5/8 inch rebar and cap, "CA 845 LS"; thence an interior angle right, leaving said right of way of 88 degrees 33 minutes 58 seconds for 299.99 feet to a 5/8 inch rebar and cap, "CA 845 LS"; thence an interior angle right of 90 degrees 26 minutes 55 seconds for 110.00 feet to the said POINT OF BEGINNING.

#### **ALSO**

That parcel located in the Southwest Quarter of Section 22, Township 22 South, Range 2 West in Shelby County, Alabama, more particularly described as:

Commence at the Southeast corner of Block 197 of Dunstan's Map of Calera, recorded in the Office of the Judge of Probate of Shelby County, Alabama, said point being 1/2 inch rebar and cap; thence North 90 degrees 00 minutes 00 seconds West along the South line of said block for 190.20 feet to a 5/8 inch rebar and cap, "CA 845 LS", said point being the POINT OF BEGINNING; thence leaving said South line, a deflection angle right of 88 degrees 32 minutes 42 seconds for 149.99 feet to a 5/8 inch rebar and cap, "CA 845 LS:, thence an interior angle right of 271 degrees 25 minutes 19 seconds for 82.02 feet to a 5/8 inch rebar and cap, "CA 959 LS"; to the West right of way of Foundry Road; thence an interior angle left of 89 degrees 56 minutes 40 seconds South along said right of way for 149.95 feet to a 1 inch open pipe; thence leaving said right of way, an interior angle left of 90 degrees 03 minutes 21 seconds for 78.15 feet to the said point of beginning.

Return to: Central State Sank P.O. Box 180 Calera, AL 35040

20160831000315700 4/5 \$28.00 20160831000315700 4/5 \$28.00 Shalby Coty Judge of Probate, AL

Shelby Cnty Judge of Probate, AL 08/31/2016 10:45:18 AM FILED/CERT

20160831000315700 5/5 \$28.00 20160831000315700 5/5 \$28.00 Shelby Cnty Judge of Probate, AL 08/31/2016 10:45:18 AM FILED/CERT

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

5 f *1*	Terris / Lughing 189 Sum ner Circ 20 Peru Al 350	3 6 111 4 1 1	P. O.	al State Bank Box 180 a, AL 35040	
Property Address	Augton, Calena			Total Purchase Price Or Actual Value Or Assessor's Value	\$ 161,255.0 \$ \$
•	or actual value claimed one) (Recordation of docu			•	mentary
Bill of Sales Con Closing S	tract			sal <u>Deed in lieu of Foreclo</u> purchased by mortgage	<u> </u>
If the conveyance do filing of this form is	cument presented for record not required.	lation contains all of th	he requi	ired information reference	d above, the
	. <u> </u>	Instructions			
Grantor's name and their current mailing	mailing address – provide th address.	e name of the person	or perso	ons conveying interest to p	property and
Grantee's name and a conveyed.	mailing address – provide th	e name of the person	or perso	ons to whom interest to pro	operty is being
Property address - th	e physical address of the pro-	operty being conveyed	l, if ava	ilable.	
Date of Sale – the da	te on which interest to the p	roperty was conveyed			
Total purchase price the instrument offere	<ul> <li>the total amount paid for total</li> <li>for record.</li> </ul>	he purchase of the pro	perty, t	ooth real and personal, bei	ing conveyed by
-	roperty is not being sold, the d for record. This may be earket value.			•	•
use valuation, of the	ed and the value must be determined by the will be used and the taxpay	he local official charge	ed with	the responsibility of valui	ng property for
I attest, to the best of	my knowledge and belief that any false statements clain 1975 § 40-22-1 (h).				
Date:	6	_	*C	tores The	LOD_
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