

STATE OF ALABAMA
TALLADEGA COUNTY

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DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantors, VICKY BRADLEY HUGGINS, formerly known as VICKY LYNN BRADLEY, a married woman; FANNIE JO BRADLEY, formerly known as FANNIE JO BRADLEY JONES, an unmarried woman; and MICHAEL EDWARD BRADLEY, an unmarried man, (herein referred to as "Grantors"), hereby grant, bargain, sell, and convey unto the Grantee, CITY BANK OF CHILDERSBURG, a banking corporation, (herein referred to as "Grantee"), all that certain property situated in Talladega County, Alabama, as more particularly described as follows:

Commence at the Southwest corner of the Southwest quarter of Section 25, Township 19 South, Range 2 East, Shelby County, Alabama, and run North along the west line of said Section 1519.0 feet; thence East 183.0 feet to the point of beginning; thence South 90.0 feet; thence East 149.0 feet; thence North 82.0 feet; thence 146.0 feet West to the point of beginning.

GRANTORS HEREIN ARE ALL OF THE HEIRS AT LAW AND NEXT OF KIN OF ERMA C. BRADLEY, DECEASED, WHO DIED IN OR ABOUT MAY, 1993.

SUBJECT PROPERTY IS NOT THE HOMESTEAD OF VICKY BRADLEY HUGGINS OR HER SPOUSE.

This is a deed in lieu of foreclosure. It is the intention of the Grantors 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 Sections 35-10-50 and 51 of the Code of Alabama 1975, as last amended. Without limiting the generality of the foregoing sentence, the Grantors 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 Grantors or anyone claiming by or through the Grantors. It is the further intention of the Grantors and Grantee that the lien created by that certain Mortgages and Security Agreements from Erma Bradley to City Bank of Childersburg, dated January 28, 1987, and recorded in Real Book 112, Page 143, and dated August 29, 1991, recorded in Real Book 363, Page 725 in the Office of the Judge of Probate of Shelby County, Alabama 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 Security Agreement and duly records the same.

TO HAVE AND TO HOLD to Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantors do for themselves, their heirs and assigns, covenant with Grantee, its successors and assigns, that they are lawfully seized in fee simple of said real estate, that it is free from all encumbrances (excepting only the Mortgage and Security Agreement described above), that they have good right to sell and convey the same as aforesaid, and that they will, and their heirs and assigns shall, warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

1995-08018

03/29/1995-08018
11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
29.50
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IN WITNESS WHEREOF, Grantors, have hereto set their hands and seals, this the 16TH day of MARCH, 1995.

Vicky Bradley Huggins
VICKY BRADLEY HUGGINS, formerly
known as VICKY LYNN BRADLEY

Fannie Jo Bradley
FANNIE JO BRADLEY, formerly known
as FANNIE JO BRADLEY JONES

Michael Edward Bradley
MICHAEL EDWARD BRADLEY

STATE OF ALABAMA,
COUNTY OF JEFFERSON.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that VICKY BRADLEY HUGGINS, formerly known as VICKY LYNN BRADLEY, a married woman, who is signed to the foregoing instrument and who are 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 16TH day of MARCH, 1995.

John Rudette Bates
NOTARY PUBLIC
My Commission Expires: 07/29/95

STATE OF ALABAMA,
COUNTY OF JEFFERSON.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that FANNIE JO BRADLEY, formerly known as FANNIE JO BRADLEY JONES, an unmarried woman, 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 that the same bears date.

Given under my hand and seal this the 16TH day of MARCH, 1995.

John Rudette Bates
NOTARY PUBLIC
My Commission Expires: 07/29/95

STATE OF ALABAMA,
COUNTY OF JEFFERSON.

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael Edward Bradley, an unmarried man, 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 16TH day of MARCH, 1995.

John Russell Bates
NOTARY PUBLIC

My Commission Expires: 07/29/98

Inst # 1995-08018

Grantee's address
City Bank of Childersburg
P. O. Box 349
Childersburg, Alabama 35044

03/29/1995-08018
11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SHA 29.50

Prepared by:
J. Van Wilkins
Attorney at Law
P. O. Box 479
Talladega, Alabama 35160