

STATE OF ALABAMA
COUNTY OF ~~BUTLER~~ *OC*
SHELBY

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **Bruce Moore and Kimberly L. Moore, Husband and Wife**, (the "Grantors"), are the owners and record title holders of all that real property situated in SHELBY County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantors have heretofore executed and delivered to **Union State Bank**, that certain mortgage recorded in **Instrument #1999-36350** (the "Mortgage") in the office of the Judge of Probate of Shelby County, Alabama, covering the Property; and

WHEREAS, Grantors have requested that they be permitted to, and has agreed to convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantors and the Grantee have mutually agreed that the Grantors shall convey to the Grantee the real property DESCRIBED in Exhibit "A" attached hereto and incorporated herein by reference, in full, final and complete satisfaction of the indebtedness owed by Grantors to Grantee.

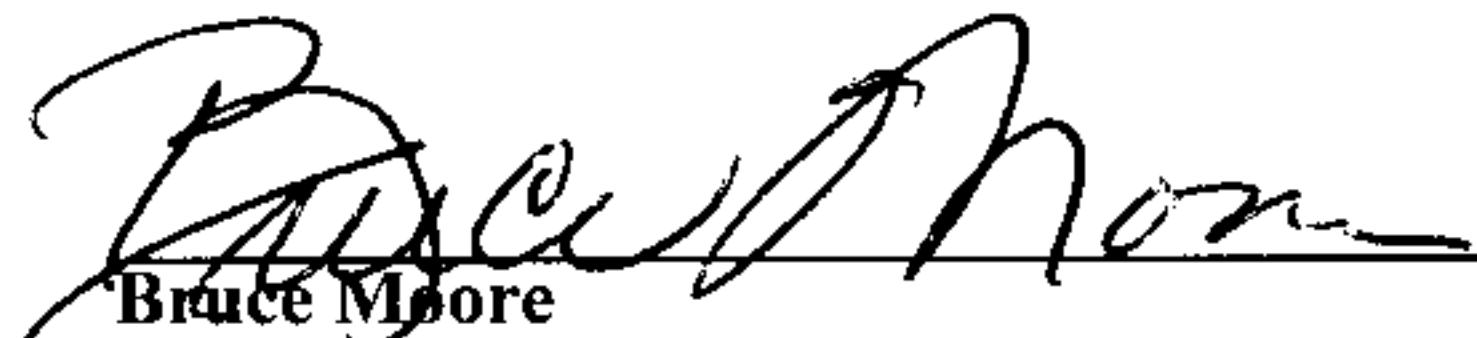
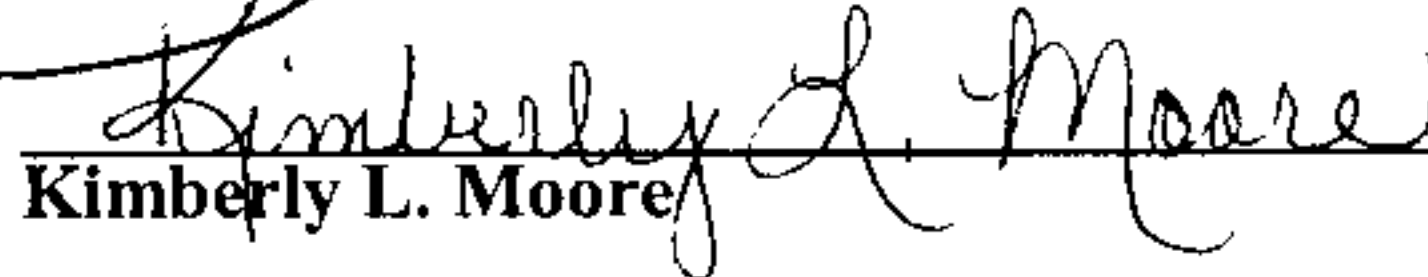
NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantors by the Grantee, the receipt of which the Grantors hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantors do hereby GRANT, BARGAIN, SELL and CONVEY unto **Union State Bank** all of that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of the Grantors with respect thereto. Grantors expressly make this conveyance without reservation or retention of any rights or redemption, statutory or equitable.

TO HAVE AND TO HOLD to **Union State Bank**, their successors and assigns, in fee simple forever.

The undersigned Grantors covenants with the Grantee that they are the owners of the property and have a good right to sell and convey the same; that the same is free of all encumbrance except the above referenced mortgages, and that the Grantors will forever warrant and defend the title to the Property to the Grantee and their heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage 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 in any proceedings institute under the bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.


IN WITNESS THEREOF, the undersigned Grantors have executed this instrument and set their hand and seal hereunto, all on the 3rd day of November, 2000.


Bruce Moore

Kimberly L. Moore

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Bruce Moore and wife, Kimberly L. Moore**, whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of November, 2000.


Notary Public

MY COMMISSION EXPIRES: 04/23/00

Inst # 2000-38474

11/06/2000-38474
10:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 C31 15.00

EXHIBIT "A"

Lot 2, of DeShazo Estates as recorded in Map Book 8, page 143 in the Office of the Judge of Probate in Shelby County, Alabama. **LESS AND EXCEPT:** Begin at the Northwestern corner of said Lot 2; thence in a Southeasterly direction along the Northerly line of said Lot 2, a distance of 307.59 feet to the Northeasterly corner of said Lot 2; thence 99 degrees 13 minutes right, in a Southwesterly direction along the Easterly line of said Lot 2, a distance of 239.66 feet; thence 99 degrees 35 minutes 11 seconds right in a Northwesterly direction, a distance of 306.83 feet to a point in the Westerly line of said Lot 2; thence 79 degrees 58 minutes 49 seconds right, in a Northeasterly direction a distance of 139.30 feet to the point of beginning.

ALSO, part of Lot 1, of DeShazo Estates as recorded in Map Book 8, page 143 in the Office of the Judge of Probate in Shelby County, Alabama, more particularly described as follows: Begin at the Southeast corner of Lot 1; thence in a Northeasterly direction along the Easterly line of said Lot 1, a distance of 15.20 feet; thence 99 degrees 17 minutes 31 seconds left in a Northwesterly direction along a line 15 feet perpendicular from and parallel to the Southerly line of said Lot 1, a distance of 266.48 feet; thence 49 degrees 12 minutes 47 seconds right, in a Northwesterly direction, a distance of 45.13 feet to a point in the Westerly line of said Lot 1; thence 50 degrees 00 minutes 13 seconds left, in a Southwesterly direction a distance, of 49.80 feet to the Southwesterly corner of said Lot 1; thence 99 degrees 13 minutes left in a Southeasterly direction a distance of 301.46 feet to the point of beginning.

This conveyance is made subject to any and all restrictions, reservations, covenants, easements, and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments now or hereafter becoming due against said property.

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SHELBY COUNTY JUDGE OF PROBATE
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