

STATE OF ALABAMA
COUNTY OF JEFFERSON

CORRECTIVE DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned Earl L. Neumann and wife, Grace L. Neumann, ("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 referenced "(Property)"; and

WHEREAS, Grantors have heretofore assumed the obligation of that certain mortgage delivered to South States Mortgage Corporation as recorded in Instrument# 1998/23965, further assigned to HomeSide Lending, Inc., as recorded in Instrument# 1998/23966 ("Grantee") in the Office of the Judge of Probate of Shelby County, Alabama ("Mortgagee"), conveying the Property as security for the indebtedness recited therein; and

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

WHEREAS, the Grantors and the Grantee have mutually agreed upon the amount of the credit by Grantee to Grantors from and against the indebtedness secured by the Mortgage and Grantors acknowledge that such credit and other considerations given to Grantors by Grantee are fair, equitable, beneficial to and in the best interest of Grantors; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid to the Grantors by the Grantee, the receipt and sufficiency of which the Grantors hereby acknowledge, 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 HomeSide Lending, Inc., 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 of redemption, statutory or equitable.

This instrument is being recorded to reflect the correct name of the Grantee

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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 2002-01385

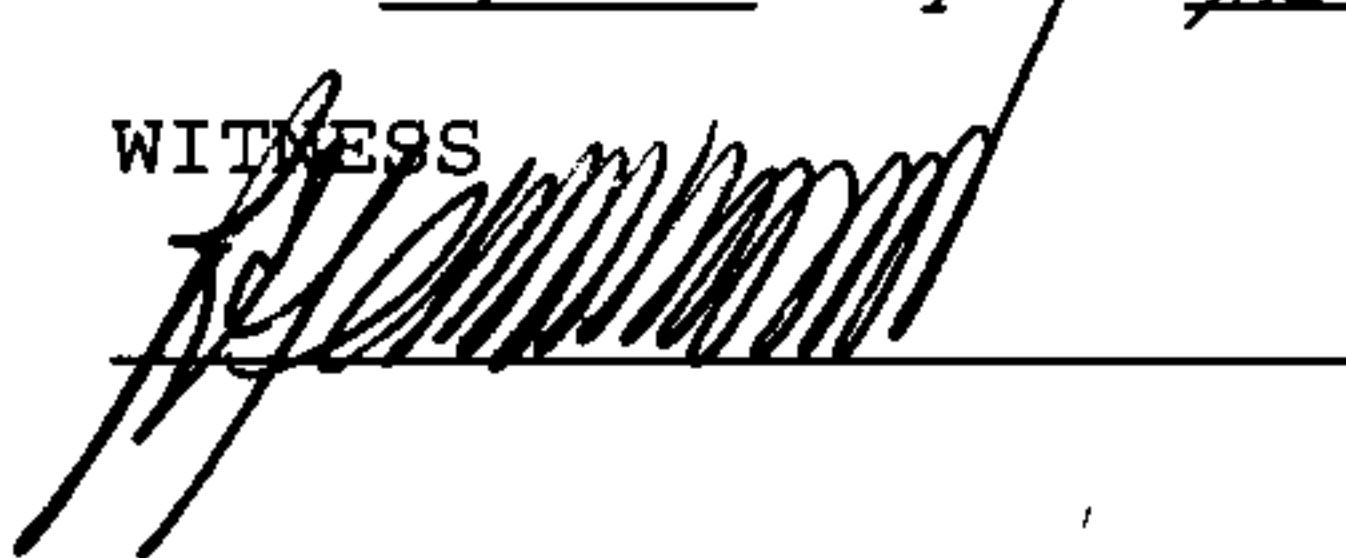
TO HAVE AND TO HOLD to HomeSide Lending, Inc., its successors and assigns, in fee simple forever.

The undersigned Grantors covenant 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 encumbrances except the Mortgage; and that the Grantors will forever warrant and defend its title to the Property to the Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind the Grantors and their heirs and assigns.

It is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, 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 proceeding instituted under any 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 has not been executed.

IN WITNESS WHEREOF, the undersigned Grantors have executed this instrument and set their hand and their seals hereunto, all on this 7th day of December, 2001.

WITNESS



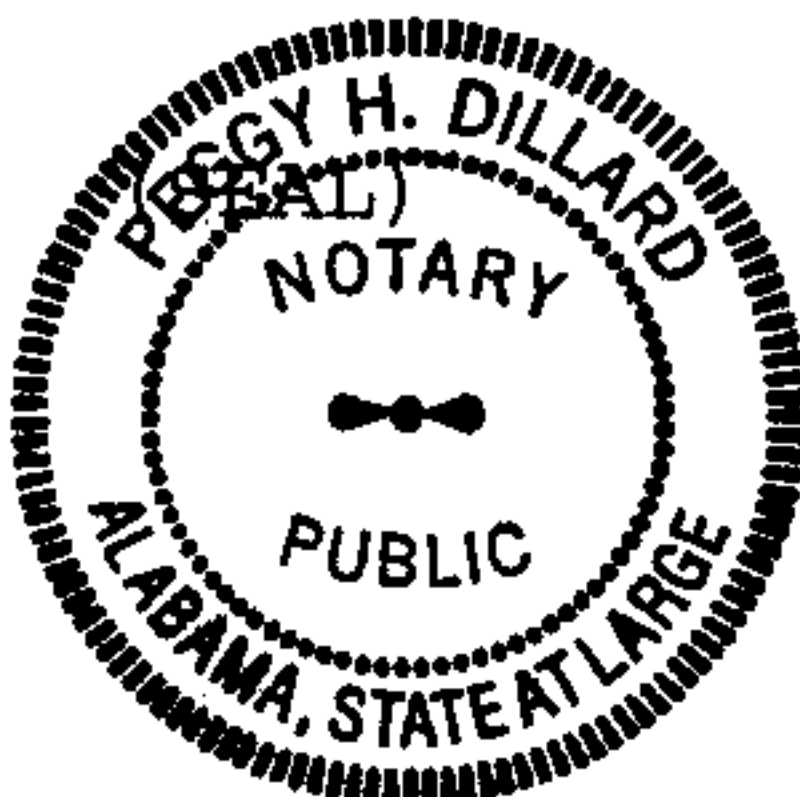

Grace L. Neumann


STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Grace L. Neumann, whose name is signed to the foregoing instrument, and (who is known to me, acknowledge before me on this day that, being informed of the contents of the above and foregoing instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 7th day of December, 2001.




Notary Public

My commission expires: _____

MY COMMISSION EXPIRES
APRIL 20, 2004

EXHIBIT "A"

Lot 2, according to the Survey of Cedar Grove at Sterling Gate, Sector 1, Phase 1, as recorded in Map Book 22 Page 92 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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SHELBY COUNTY JUDGE OF PROBATE
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