

STATE OF ALABAMA }
 :
COUNTY OF SHELBY }

**AGREEMENT SETTING ASIDE FORECLOSURE
SALE; NULLIFYING FORECLOSURE DEED;
AND REAFFIRMING MORTGAGE**

THIS AGREEMENT MADE THIS 13TH DAY OF SEPTEMBER, 2002, BY
AND BETWEEN DAVID I. GURLEY, A SINGLE INDIVIDUAL, G.E. CAPITAL
MORTGAGE SERVICES, INC., AND SHELBY RESOURCES, INC.

WHEREAS, On or about October 31, 1994, **David I. Gurley**, a single individual,
did execute and deliver to AmSouth Mortgage Company, Inc., a first mortgage in relation
to property in Shelby County, Alabama, described as follows, to wit:

Lot 26, Brookhollow, Second Sector, as recorded in Map
Book 17, Page 141, in the Probate Office of Shelby
County, Alabama; being situated in Shelby County,
Alabama; and

WHEREAS, said mortgage was recorded November 7, 1994 in Instrument #
1994-33091 in the records in the Office of the Probate Judge of Shelby County, Alabama;
and which was assigned to **G.E. Capital Mortgage Services, Inc.** by instrument dated
August 28, 1995 and recorded November 1, 1995 in Instrument # 1995-31371 in the
records in the Office of the Probate Judge of Shelby County, Alabama; and

WHEREAS, said mortgage was in default and a foreclosure sale was held on
August 28, 2002, and **Shelby Resources, Inc.** was the successful bidder at the
foreclosure sale and was conveyed the property by mortgage foreclosure deed dated
August 28, 2002 and recorded in Instrument 20020830000417530 in the records in the
Office of the Probate Judge of Shelby County, Alabama; and

WHEREAS David I. Gurley has requested to reinstate the said mortgage and both
Shelby Resources, Inc. and G.E. Capital Mortgage Services, Inc. are agreeable to such
reinstatement; and

WHEREAS David I. Gurley has tendered the funds to reinstate the said mortgage;

NOW THEREFORE: for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties,

The foreclosure deed dated August 28, 2002 and recorded in Instrument 20020830000417530 in the records in the Office of the Probate Judge of Shelby County, Alabama is hereby set aside, nullified and is of no force or effect;

The mortgage to AmSouth Mortgage Company, Inc. dated October 31, 1994 and recorded November 7, 1994 in Instrument # 1994-33091 in the records in the Office of the Probate Judge of Shelby County, Alabama; and which was assigned to G.E. Capital Mortgage Services, Inc. by instrument dated August 28, 1995 and recorded November 1, 1995 in Instrument # 1995-31371 in the records in the Office of the Probate Judge of Shelby County, Alabama is hereby reaffirmed and ratified by the parties hereto and remains in full force and effect as a valid and enforceable encumbrance against the property heretofor described, as if no foreclosure had taken place; and

The Parties hereto agree that each is restored to its respective position in relation to the subject property as existed prior to August 28, 2002.

THIS INSTRUMENT EXECUTED this 13th day of September, 2002.

IN WITNESS WHEREOF, Shelby Resources, Inc., by Michael D. Phillips, its President, who is authorized to execute this agreement and conveyance, has hereto set its signature and seal this 13th day of September, 2002.

Shelby Resources, Inc.

A handwritten signature in black ink, appearing to read "Michael D. Phillips", is written over a horizontal line.

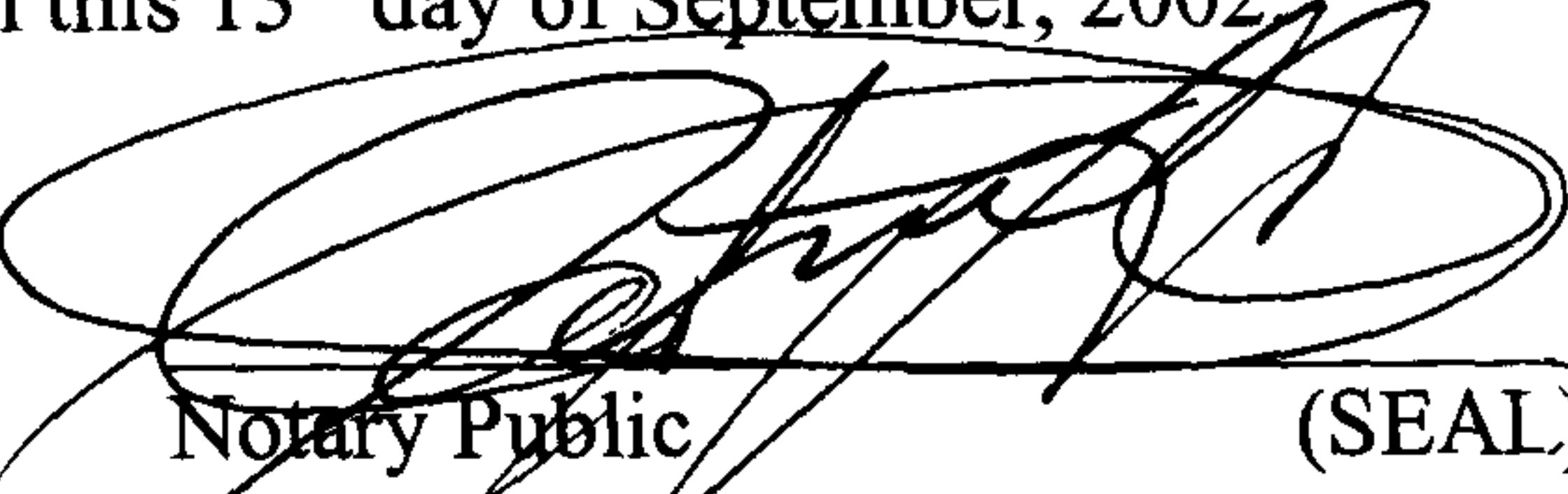
By: Michael D. Phillips

Its: President

STATE OF ALABAMA }
 :
SHELBY COUNTY }

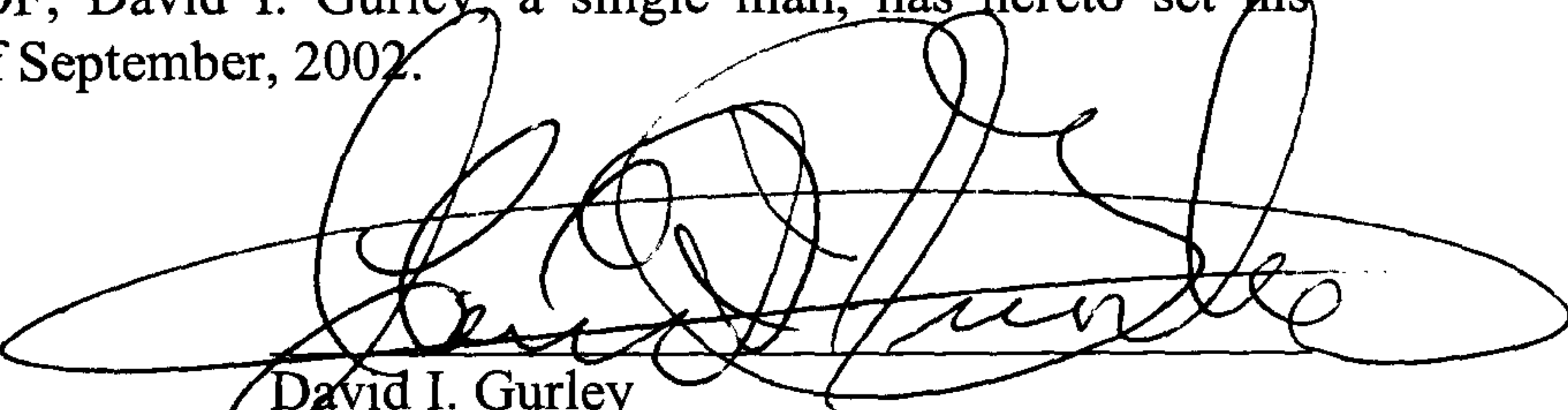
BEFORE ME, the undersigned Notary Public in and for said State and County, personally appeared Michael D. Phillips, as President of Shelby Resources, Inc., who is known to me and who acknowledged before me that, being informed of the contents of this conveyance, he executed the foregoing agreement and conveyance, in such capacity and with full authority, on the day the same bears date.

Given under my hand and seal on this 13th day of September, 2002.


Notary Public (SEAL)
My commission expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 14, 2006
BOUNDED THRU NOTARY PUBLIC UNDERWRITERS**


IN WITNESS WHEREOF, David I. Gurley, a single man, has hereto set his signature and seal this 13th day of September, 2002.


David I. Gurley

STATE OF ALABAMA }
 :
SHELBY COUNTY }

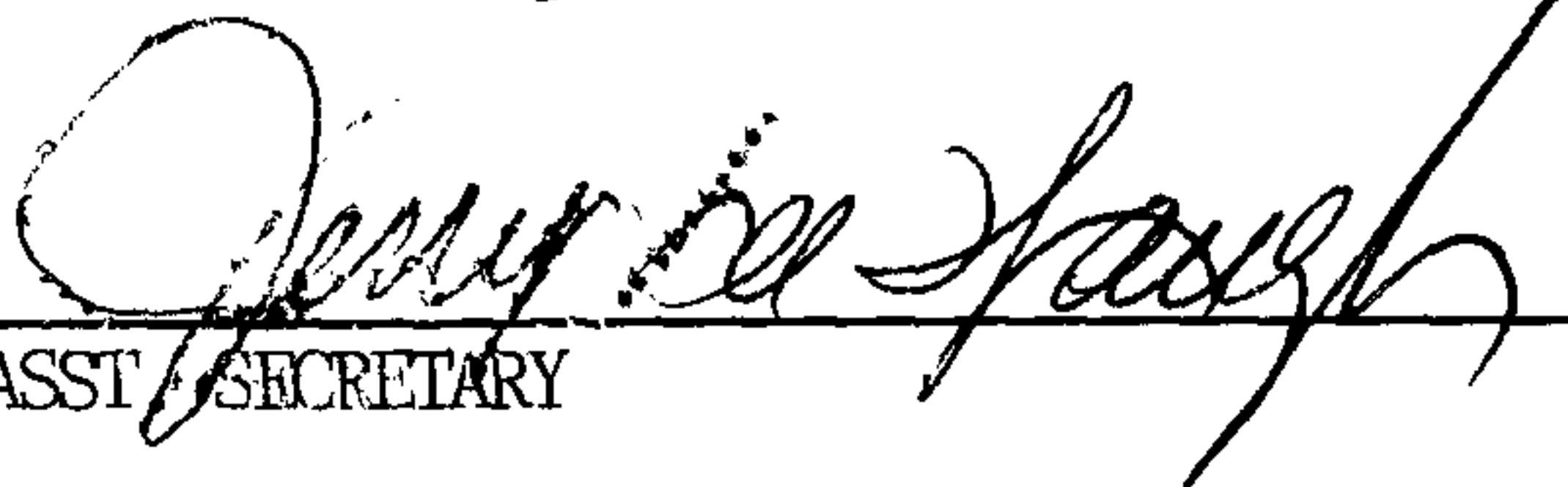
BEFORE ME, the undersigned Notary Public in and for said State and County, personally appeared David I Gurley, a single man, who is known to me and who acknowledged before me that, being informed of the contents of this conveyance, he executed the foregoing agreement and conveyance voluntarily on the day the same bears date.

Given under my hand and seal on this 13th day of September, 2002.


Notary Public (SEAL)
My commission expires: 11/27/04

IN WITNESS WHEREOF, the said G.E. Capital Mortgage Services, Inc. by SCOTT PATTERSON, its ASST. VICE President, who is authorized to execute this conveyance, has hereto set its signature and seal, this 13th day of September, 2002.

ATTEST (Corporate Seal)


ASST. SECRETARY

G.E. Capital Mortgage Services, Inc.

By: 

Its: ASST. VICE PRESIDENT

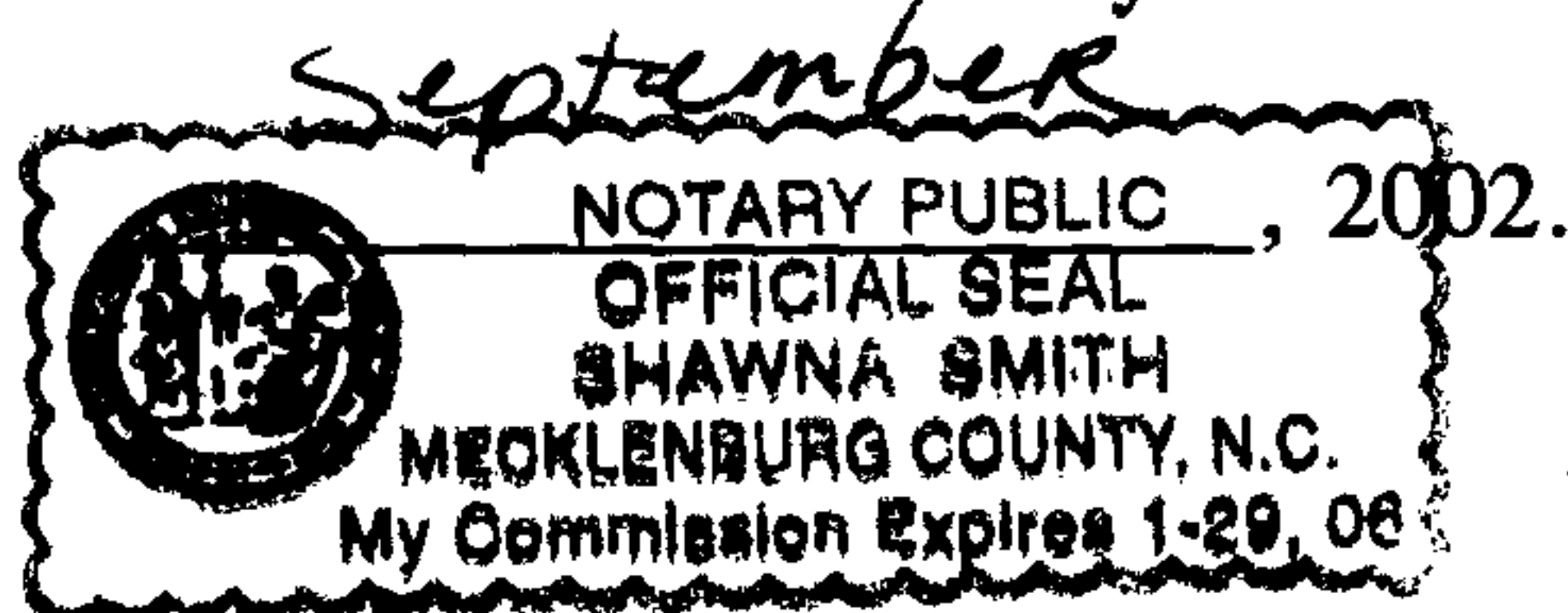
20020919000452970 Pg 4/4 21.00
Shelby Cnty Judge of Probate, AL
09/19/2002 13:29:00 FILED/CERTIFIED

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that SCOTT PATTERSON and JERRY LEE WAUGH, whose names as ASST. VICE PRESIDENT and ASST. SECRETARY, respectively, of G.E. Capital Mortgage Services, Inc., are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said association, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 13th day of



MY COMMISSION EXPIRES:


Notary Public

GRANTEE'S ADDRESS:

5024 Parkway Plaza Blvd. Bldg
7, Un 2407 Charlotte, NC
28217

This instrument prepared by:
Douglas A. Baymiller

SHAPIRO & TUCKER, L.L.P.
2107 5th Avenue North - Suite 500
Birmingham, Alabama 35203