

(Above Space Reserved For Recording Information)

STATE OF ALABAMA

SHELBY COUNTY

DEED IN LIEU OF FORECLOSURE

THIS CONVEYANCE, made and entered into on this the 24 day of January, 2004, by and between the undersigned BILL CLECKLEY CONSTRUCTION, INC., a corporation, (hereinafter referred to as "Grantor"), and SOUTHFIRST MORTGAGE, INC., a corporation, (hereinafter referred to as "Grantee").

WITNESSETH:

THAT, WHEREAS, a mortgage was executed by Grantor in favor of Grantee to secure a line of credit not to exceed Two Million Two Hundred Fifty Thousand & 00/100 Dollars (\$2,250,000.00), said mortgage appearing of record as Instrument Number "Inst.# 2001-49453," in the Offices of the Judge of Probate for Shelby County, Alabama; and

WHEREAS, the indebtedness secured by said mortgage is now due and payable, and the Grantor, desiring to save the expense of a foreclosure of said mortgage, is willing to convey to Grantee the real property encumbered by said mortgage, and Grantee is willing to accept such conveyance, in satisfaction of said indebtedness and mortgage.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee the following described property, situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the East ½ of the NE 1/4 of Section 28, Township 21 South, Range 1 West, being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 1 West, said point also the point of beginning; thence North 02 degrees, 08 minutes 02 seconds West along the east line of said Section 28 for a distance of 859.12 feet; thence South 87 degrees 48 minutes 08 seconds West for a distance of 427.49 feet; thence North 02 degrees 12 minutes 11 seconds West for a distance of 1009.79 feet to a point on the Southerly right of way line of Alabama Highway 70, said point also a point on curve to the right having a radius of 5855.51 feet and a central angle of 3 degrees 04 minutes 41 seconds, said curve subtended by a chord bearing North 85 degrees 05 minutes 06 seconds West and a chord distance of 314.53 feet; thence along the arc of said curve and along said right of way for a distance of 314.57 feet; thence South 06 degrees 27 minutes 15 seconds West along said right of way for a distance of 20.00 feet; thence North 83 degrees 32 minutes 45 seconds West along said right of way for a distance of 581.59 feet; thence South 01 degrees 51 minutes 04 seconds East and leaving said right of way for a distance of 2009.13 feet to the Southwest corner of said SE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 1 West; thence North 86 degrees 21 minutes 25 seconds East for a distance of 1329.30 feet to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Grantee, and unto its successors and assigns in fee simple.

IN WITNESS WHEREOF, the undersigned duly authorized officer of BILL CLECKLEY CONSTRUCTION, INC., a corporation has hereunto set his hand for and as the act and signature of said corporation on this the day and date first above written.

BILL CLECKLEY CONSTRUCTION, INC.,
a corporation,

by: William M. Cleckley
William M. Cleckley
President of the Corporation

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County and State, or for said State at Large, hereby certify that William M. Cleckley, whose name as President of BILL

CLECKLEY CONSTRUCTION, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand this 24 day of January, 2004.

Robert D. McWhorter, Jr.
NOTARY PUBLIC

This Instrument Prepared By:
Robert D. McWhorter, Jr.
Attorney at Law
Gadsden, Alabama

SOUTHFIRST MORTGAGE, INC.

By: *Jack McArthur*
Its: CEO

ACKNOWLEDGMENT OF SOUTHFIRST MORTGAGE, INC.

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Jack McArthur whose name as CEO of SOUTHFIRST MORTGAGE, INC. Bank, a corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the 29 day of Jan., 2004.

Ginnette D. Davis
NOTARY PUBLIC
My Commission Expires Jan. 31, 2006