

Send Tax Notice to:
AmSouth Bank, Attn: Edward Battersby
250 Riverchase Parkway RCS-1
Birmingham, Alabama 35244

STATE OF ALABAMA)
COUNTY OF SHELBY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS that,

WHEREAS, SAMUEL A. LOGUE and KELLEY C. LOGUE, husband and wife (collectively, the "Grantors"), have heretofore executed and delivered to AMSOUTH BANK, an Alabama banking corporation (the "Mortgagee"), that certain accommodation Mortgage dated as of April 12, 2002 and recorded on May 29, 2002 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #2002-0529-000250950 (the "Third Mortgage"), which Third Mortgage covers certain real property located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and made a part hereof (together with any improvements, the "Property"); and

WHEREAS, the indebtedness secured by the Third Mortgage, evidenced by, *inter alia*, that Note for Business and Commercial Loans dated as of April 12, 2002 executed by Great Southern Fire Protection in favor of the Lender in the original principal amount of \$1,026,942.00, is delinquent and past due; and

WHEREAS, the undersigned Grantors are desirous of saving the costs and expenses of a foreclosure of the Third Mortgage under the power of sale contained in the Third Mortgage; and

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 Mortgagee, the receipt and sufficiency of which is hereby acknowledged by the Grantors, the Grantors do hereby jointly and severally grant, bargain, sell and convey unto AMSOUTH BANK, an Alabama banking corporation, all of their joint and individual title and interest in and to the Property, together with any and all rights of redemption, statutory or equitable, with respect thereto, subject to the Third Mortgage and the other matters described on Exhibit B (collectively, "Permitted Encumbrances").

TO HAVE AND TO HOLD unto AMSOUTH BANK, its successors and assigns, in fee simple forever.

The Grantors covenant with the Mortgagee that they are the owner of the Property and have a good right to sell and convey the same; that the same is free of all encumbrances except Permitted Encumbrances; and that the Grantor will forever warrant and defend the title to the Property to the Mortgagee, its successors and assigns, forever, subject only to Permitted Encumbrances. All covenants and agreements made herein shall bind the Grantors and their heirs, successors and assigns.

This is a deed in lieu of foreclosure. It is the intention of the Grantors and the Mortgagee that this Deed, and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of *Ala. Code* §§ 35-10-50 and 51. Without limiting the generality of the foregoing sentence, the Grantors and Mortgagee agree that this Deed shall have the effect of transferring absolute title to the Property to the Mortgagee free of all rights of redemption, statutory or equitable, possessed by the Grantors or anyone claiming by or through the Grantors. It is the further intention of the Grantors and Mortgagee that the lien created by (i) that certain accommodation Mortgage, Assignment of Rents and Leases and Security Agreement dated as of May 7, 1997 and recorded on May 9, 1997 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1997-14627 (the "First Mortgage"); (ii) that certain accommodation Mortgage dated as of November 24, 1999 and recorded on February 25, 2000 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #2000-05998 (the "Second Mortgage"); and (iii) that certain accommodation Mortgage dated as of April 12, 2002 and recorded on May 29, 2002 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #2002-0529-000250950 (the "Third Mortgage"; collectively with the First Mortgage and Second Mortgage, the "Mortgages"), will not merge into the fee title acquired by the Mortgagee pursuant to this Deed. No such merger shall occur until such time as the Mortgagee executes a written instrument specifically effecting such merger or releasing the Mortgages and duly records the same. This instrument does not effect a foreclosure of the above-described Mortgages. The lien and title of the Mortgages and the Mortgagee's rights thereunder and under the notes and other evidence of indebtedness secured thereby, shall remain in full force and effect as against all rights and interests of any persons and entities in the Property, including without limitation any junior lienholders, mortgagees and judgment creditors; and if for any reason (i) this conveyance shall be held to be ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceedings under the Federal Bankruptcy Code, or (ii) any rights or interests in the Property shall be asserted by any person or entity referred to above, or (iii) the Mortgagee shall deem it necessary to proceed with foreclosure of one or more of the Mortgages for any other reason in its sole discretion, the Mortgagee shall be considered to have retained all of its lien, title and rights under the Mortgages and the notes and other evidence of indebtedness secured thereby, and the Mortgagee shall have the right to proceed with the foreclosure of one or more of the Mortgages or the exercise of any of its other remedies under the Mortgages in all respects as if this instrument had not been executed.

28th IN WITNESS WHEREOF, the undersigned have executed this instrument on this the day of February, 2004.



SAMUEL A. LOGUE

By:


Samuel A. Logue, Jr.

His: Attorney-in-fact

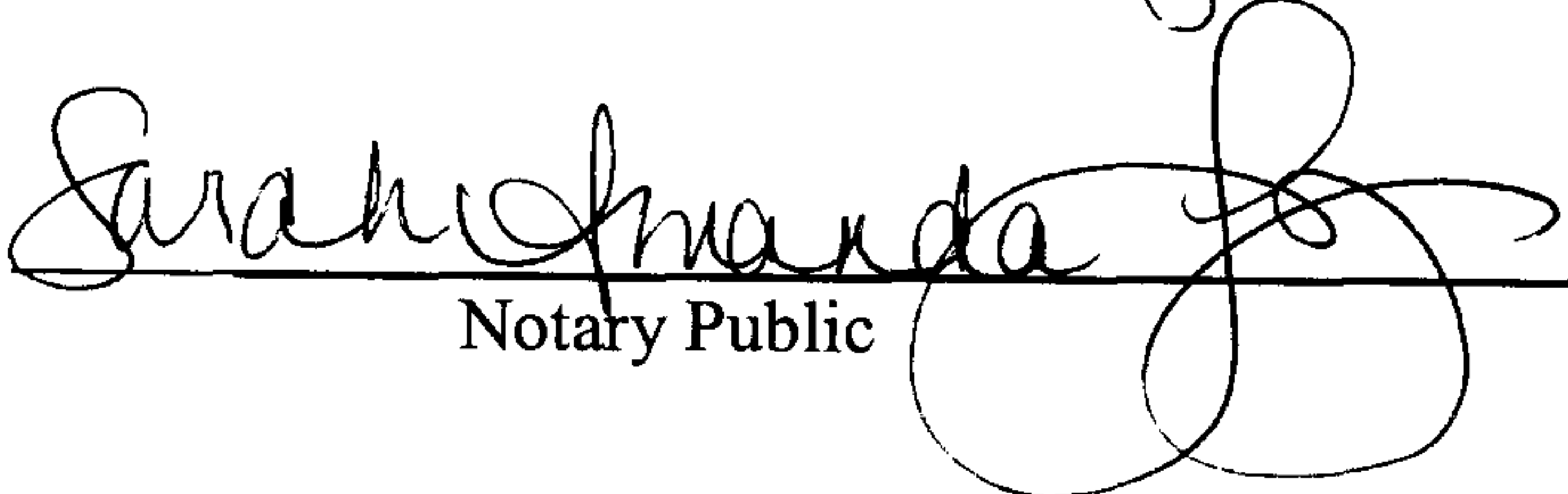


KELLEY C. LOGUE

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that SAMUEL A. LOGUE, JR., attorney in fact for SAMUEL A. LOGUE under that General Power of Attorney executed by Samuel Asa Logue on January 6, 2004, 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 for and as the act of Samuel A. Logue.

Given under my hand and official seal, this 28th day of February, 2004.


Notary Public

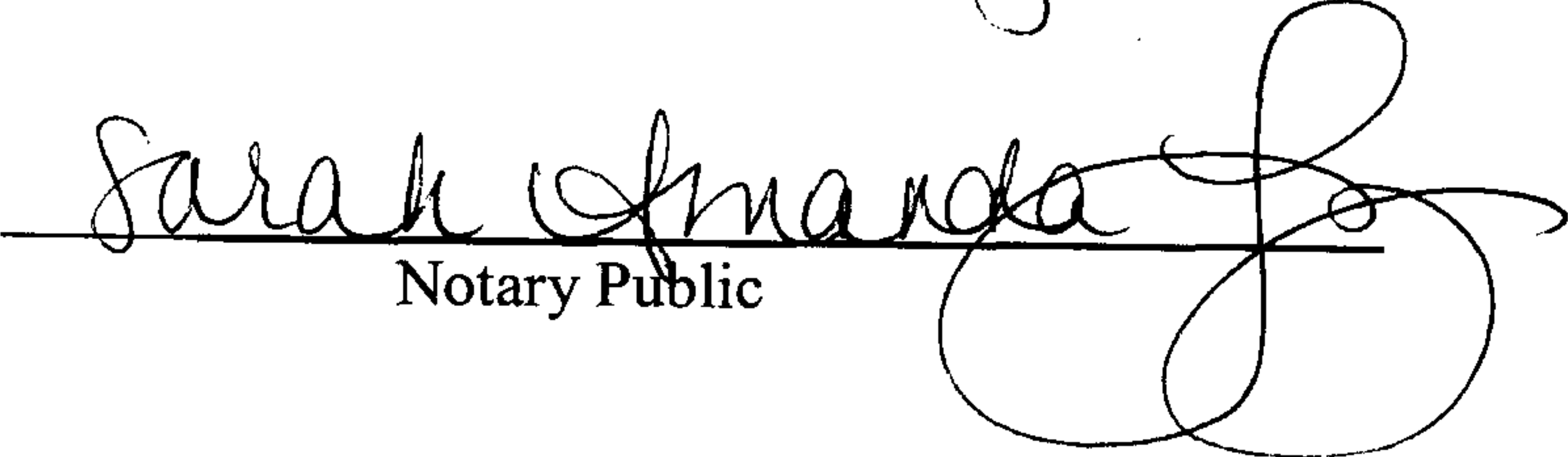
[AFFIX SEAL]

My Commission Expires: June 23, 2007

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that KELLEY C. LOGUE, an individual, 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.

Given under my hand and official seal, this 28th day of February, 2004.


Notary Public

[AFFIX SEAL]

My Commission Expires: June 23, 2007

THIS INSTRUMENT WAS PREPARED BY:
Jayna Partain Lamar, Esq.
Maynard, Cooper, & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203
(205) 254-1000

EXHIBIT A**(Description of Property)**

A parcel of land situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the said Southwest quarter of said Section 31; thence run in a Westerly direction along the North line of said Southwest quarter for a distance of 301.28 feet to a point; thence turn a deflection angle to the left of 51 degrees 49 minutes 38 seconds and run in a Southwesterly direction a distance of 180.00 feet to a point, said point being the point of beginning of the parcel herein described; thence turn a deflection angle to the left of 57 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 395.80 feet to a point, said point being the point of beginning on the Northwest right-of-way of proposed and soon to be dedicated Southgate Drive; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southwesterly direction along said right-of way a distance of 168.14 feet to a point, said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angel of 60 degrees 31 minutes 55 seconds and a radius of 35.00 feet, in a Southwesterly to Westerly to Northwesterly direction a distance of 36.98 feet to a point, said point being a point on the East side of Allen Road, being a road of possible prescriptive right-of-way; thence continue tangent to last described curve in a Northwesterly direction and along Allen Road a distance of 213.33 feet to a point; thence turn an interior angle of 77 degrees 49 minutes 02 seconds and run to the right in a Northeasterly direction a distance of 15.00 feet to a point, said point being a 1-inch crimp iron found; thence turn an interior angle of 195 degrees 42 minutes 53 seconds and run to the left in a Northeasterly direction a distance of 344.87 feet to the point of beginning.

EXHIBIT B

(Permitted Encumbrances)

- (1) That certain accommodation Mortgage, Assignment of Rents and Leases and Security Agreement dated as of May 7, 1997 and recorded on May 9, 1997 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1997-14627;
- (2) That certain accommodation Mortgage dated as of November 24, 1999 and recorded on February 25, 2000 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #2000-05998; and
- (3) That certain accommodation Mortgage dated as of April 12, 2002 and recorded on May 29, 2002 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #2002-0529-000250950.