

This instrument prepared by:
WAYNE MICHAEL JONES, ATTORNEY
1425 South 21st Street, Suite 200
Birmingham, Alabama 35205

Send Tax Notice To:

DEED IN LIEU OF FORECLOSURE **NO CERTIFICATION IS MADE AS TO TITLE**

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the undersigned Carolyn Thomson and Michael Thomson, husband and wife, (the "Grantors"), are the owners and record holders of all that real property situated in Shelby County, Alabama and evidenced by that certain Warranty Deed recorded in instrument _____ in the Probate Office of Shelby County, Alabama and more particularly described as follows:

Lot 14, in Sector 3, According to the Survey of Apache Ridge, Sectors 2 and 3 as recorded in Map Book 16, Page 60 in the Probate Office of Shelby County, Alabama.

WHEREAS, Grantors have heretofore given that certain Mortgage to Acceptance Loan Company, Inc., ("Mortgagee") and recorded in instrument 20030617000380000 in the Office of the Judge of Probate of Shelby County, Alabama, conveying the Property as security for the indebtedness recited therein; and

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

WHEREAS, the Mortgagee, by 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 the sum of TEN AND NO/100 DOLLARS cash in hand paid to the Mortgagee by the Grantors, the receipt and sufficiency whereof is hereby acknowledged, and the aforesaid agreement of the Mortgagee to credit the agreed amount of the indebtedness secured by the Mortgage, the undersigned Grantors, Carolyn Thomson and Michael Thomson, does hereby REMISE, RELEASE, GRANT, BARGAIN, SELL AND CONVEY unto ACCEPTANCE LOAN COMPANY, INC., all of that certain real property situated in Shelby County, Alabama, and more particularly described hereinabove, together with any and all rights of redemption, statutory or equitable, of the Grantors. Grantor expressly makes this conveyance without reservation or

Acceptance Loan

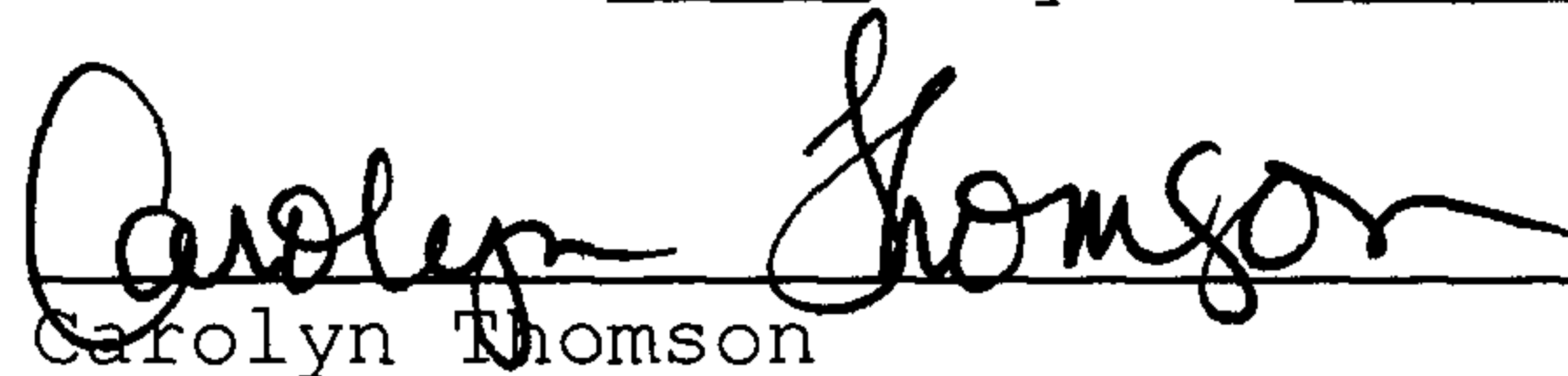
retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to said ACCEPTANCE LOAN COMPANY, INC.,
it's successors and assigns, in fee simple forever.

The undersigned Grantors covenant with the Mortgagee the
they are the owners of the hereinabove described 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
Grantor will forever warrant and defend its title to the Property
to the Mortgagee, 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
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 way, 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, 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 foreclosure of the Mortgage as determined by
Grantee in all respects as if this instrument had not been
executed.

GIVEN under my hand and seal this 25th day of October
 , 2003.


Carolyn Thomson



Michael Thomson

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in
said State, hereby certify that Carolyn Thomson and Michael Thomson, whose names
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 the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of October, A.D., 2003
2003.


Notary Public

Term Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 13, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Seal)