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Vanderbilt Mortgage/LUV Homes
3446 Highway 31 South
Pelham, Alabama 35124


20050218000079820 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
02/18/2005 11:46:00 FILED/CERTIFIED

WARRANTY DEED (In Lieu of Foreclosure)
ALABAMA

SHELBY COUNTY

Know All Men By These Presents.

NOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned Craig Thompson and wife, Michelle Thompson (Grantors) are the owners and record title holder 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, Grantor has heretofore executed and delivered to Vanderbilt Mortgage and Finance, Inc., a Tennessee corporation, (Grantee) that certain mortgage in the amount of \$61,711.67 dated 03/01/2002 and recorded 04/29/2002 in Book Number 2002, Page 200860, re-recorded in Book 2002, page 211110, et seq. in the Office of the Judge of Probate of Shelby County, Alabama (Mortgage), conveying the Property as security for the indebtedness recited therein; and a DOT dated 2/16/05 & recorded 2/18/05 in Instrument # * 20050218000079810 in the Shelby Co. Probate Off.

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 after obtaining an appraisal of the value of the Property by a qualified MAI appraiser and Grantors acknowledges 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 Dollars (\$10.00) cash in hand paid to the Grantors by the Grantee, the receipt of which the Grantors hereby acknowledges, 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** Vanderbilt Mortgage and Finance, a Tennessee corporation, 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 makes their conveyance without reservation or retention of any right of redemption, statutory or equitable.


TO HAVE AND TO HOLD to Vanderbilt Mortgage and Finance, Inc., its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that he is the owner of the Property and has 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 had not been executed.

IN WITNESS WHEREOF, We have hereunto set my hand and seal this 16th day of Feb., 2005

(Seal)



(Seal)
Craig Thompson

(Seal)



(Seal)
Michelle Thompson

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Craig Thompson and Michelle Thompson, husband and wife, whose names are signed to the foregoing conveyance, and are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of Feb., A.D., 2005.


NOTARY PUBLIC

My Commission Expires: 7-26-08

Parcel #2

EXHIBIT 'A'

STATE OF ALABAMA

SHELBY COUNTY

Commence at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22 Township 21 South, Range 1 East, thence run Easterly along the south line thereof for 83.74 feet; thence 90 degrees 51 minutes 26 seconds left run Northerly 110.86 feet; thence 88 degrees 53 minutes left run Westerly 940.15 feet; thence 91 degrees 06 minutes 30 seconds left run Southerly 110.86 feet; thence 87 degrees 54 minutes 20 seconds left run Easterly 194.62 feet to a point on the south line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section; thence 1 degree 14 minutes 42 seconds left run Easterly along said $\frac{1}{4}$ - $\frac{1}{4}$ line 661.84 feet to the Point of Beginning. Containing 2.43 Acres.

This is an out parcel (Parcel #2) of that certain real property described on that certain deed from Glenda H. Stewart and William W. Stewart, Jr. to Craig Thompson, Christina Thompson and Shelina Katherine Thompson dated February 15, 1995 and recorded February 24, 1995 at Book 1995, Page 04896 in the Probate Office of Shelby County, Alabama.

Also a 20' Easement for Ingress and Egress the centerline of which is described as follows:

Commence at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22, Township 21 South, Range 1 East; then run Westerly along the south line thereof for 126.74 feet to the Point of Beginning; thence 90 degrees 15 minutes 33 seconds right run Northerly 111.79 feet to the point of Ending.