This instrument was prepared by:
Clay R. Carr
Boardman, Carr & Hutcheson, P.C.
400 Boardman Drive
Chelsea, AL 35043

20061031000537070 1/1 $12.00
Shelby Cnty Judge of Probate, AL
10/31/2006 01:52:41PM FILED/CERT

Send Tax Notice To:
Frontier Bank
43 North Broadway
Sylacauga, AL 35150
Attention: Jan Kromer

DEED IN LIEU OF FORECLOSURE

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

That in consideration of the amount owed to Grantee under that certain Note and Mortgage executed by Chancellor's Crossing, LLC to Frontier Bank, dated March 2, 2004, and recorded in Instrument 20040312000127690 in the Probate Office of Shelby County, Alabama, and in further consideration of the sum of One Dollar ($1.00) to the undersigned Grantors, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, Chancellor's Crossing, LLC does hereby grant, bargain, sell and convey unto Frontier Bank, all of its right, title and interest in the following described real estate, situated in Shelby County, Alabama, to-wit:

> Lots 2, 4, 5, 7, 10, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 43 and 44, according to the Recording Plat of Chancellor's Crossing, as recorded in Map Book 28 page 75 in the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove. Grantee has been informed that conveyance pursuant to this deed creates no right of redemption.

It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, 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 and any proceedings instituted under the Bankruptcy Code or otherwise, 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, said Grantee shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed and delivered to the Grantee. Further, it is the intent of the parties hereto, that the execution of the within conveyance by Grantor, and acceptance of delivery of this deed will not operate as a merger of the mortgage lien into the fee of the property in the event the mortgage lien is necessary to protect the Grantee therein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantor does assign and covenant with said grantee, or its successors and assigns, that it is lawfully seized in fee simple of said premises: that it is free from all encumbrances, unless otherwise stated above; that it has good right to sell and convey the same as aforesaid; that it shall warrant and defend the same to the said grantee, or its successors and assigns forever, against the lawful claims of all persons.

TO HAVE AND TO HOLD, To the said GRANTEE, or its successors and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 ST day of Oct, 2006.

CHANCELLOR'S CROSSING, LLC

By: Gary L Thompson (Seal)
Gary L. Thompson, Managing Member

STATE OF ALABAMA)
SHELBY COUNTY) General Acknowledgment

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Gary L. Thompson, whose name as Managing Member of CHANCELLOR'S CROSSING, LLC, a limited liability company, 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 Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 31st day of October, 2006.

Rosalind H. Little
Notary Public
My Commission Expires 9.28.2009

ROSALIND H. LITTLE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 9-28-2009