20070104000005270 1/2 \$15.00 Shelby Cnty Judge of Probate, AL 01/04/2007 03:43:57PM FILED/CERT

This instrument was prepared by:

Robert L. Austin, Attorney at Law 120 Summit Parkway, Suite 106 Birmingham, AL 35209

Please Send Tax Notice to:

Robert L. Austin 204 Highland Crest Pkwy Hoover, AL 35226

DEED TO LENDER IN LIEU OF FORECLOSURE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that the Grantor is the owner of real property located at 1864 21st Avenue, Calera, Alabama 35040 which is more fully described as follows:

Lot 1, Block 264 according to the plat of resurvey of Lots 1, 2, 3, 4, 6, 7, 8 & 9 in Block 264 and Lots 5, 6, 7, 8, 9, 10, 11, & 12 in Block 253, Map Book 3, Page 123 in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.

Whereas on the 12th day of August, 2003, Grantor executed and delivered to Lender, **ROBERT L. AUSTIN**, a Promissory Note in the amount of Thirty-Six Thousand Eight Hundred Twenty-One Dollars and Fifty-Three Cents (\$36,821.53) as security for the real estate described above. A mortgage was executed on said date to the Lender which mortgage was recorded under Instrument #20030916000622170 in the Office of the Judge of Probate of Shelby County, Alabama.

Grantor defaulted on her mortgage payments required by the Promissory Note and the Mortgage dated August 12th, 2003 on July 15th, 2006.

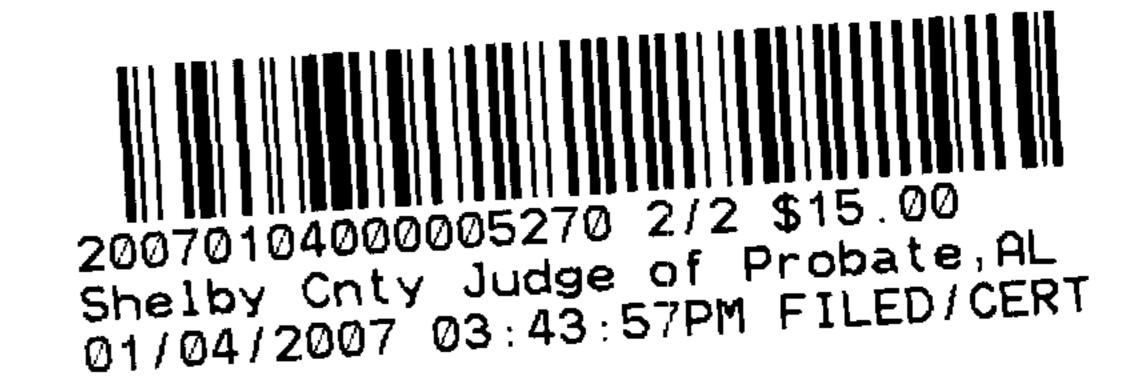
Grantor desires to convey to Lender the property described above as consideration for Lender's release of Grantor from the covenants to pay principal and interest under the Promissory Note and Mortgage.

Lender desires to accept conveyance of the property and will release Grantor from the covenants for payments and for principal and interest under the Promissory Note and Mortgage.

Grantor acknowledges that she enters into this Agreement of her own free will. Grantor also acknowledges that the release from her obligation under the Promissory Note and Mortgage constitutes vie consideration for conveyance of the Deed. Grantor further acknowledges that on conveyance of this Deed she will have no right of redemption of the property, and will be a stopped from asserting any claim to redemption against the property.

Wherefore premise's considered, Grantor LEAH NICOLE THRASHER, a single woman, hereby does grant, bargain, sell, and convey unto ROBERT L. AUSTIN all of her right, title, and interest in the property described as:

Lot 1, Block 264 according to the plat of resurvey of Lots 1, 2, 3, 4, 6, 7, 8 & 9 in Block 264 and Lots 5, 6, 7, 8, 9, 10, 11, & 12 in Block 253, Map Book 3, Page 123 in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.



To have and to hold to the said **ROBERT L. AUSTIN**, his or his heirs, and assigns forever.

In witness whereof the undersigned on this the 3rd day of Noully, 2006 has set her hand and seal.

LEAH NICOLE THRASHER

STATE OF ALABAMA COUNTY OF JEFFERSON

I the undersigned LEAH NICOLE THRASHER, whose name 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 she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 3 day of November 2006.

Laulie woll

Notary Public

My Commission Expires:

My Commission Expires November 20, 2006