

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

Send Tax Notice To: **JAN KROMER**  
Frontier Bank  
43 North Broadway  
Sylacauga, AL 35150

**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 Dover Construction, LLC to Frontier Bank, dated April 18, 2005, and recorded in Instrument 200504220000192920 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, Dover Construction, 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:

Lot 607, according to the survey of Grande View Estates, Givianpour Addition to Alabaster, 6th Addition, as recorded in Map Book 32 page 48 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 15<sup>th</sup> day of March, 2007.

DOVER CONSTRUCTION, LLC  
By: [Signature] (Seal)  
Matt Dover, Managing Member and Individually  
By: [Signature] (Seal)  
Jason Dover, Managing Member and Individually

STATE OF ALABAMA )  
SHELBY COUNTY ) **General Acknowledgment**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Matt Dover and Jason Dover, whose names as Managing Member of DOVER CONSTRUCTION, LLC, a limited liability company, and individually, 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, individually and as such Members and with full authority, executed the same voluntarily individually and 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 15 day of March, 2007.

[Signature]  
Notary Public  
My Commission Expires \_\_\_\_\_

**JAMES G. ALLAN**  
**ALABAMA STATE AT LARGE**  
**TERM 09/13/2006 TO 09/13/2010**

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

**GENERAL RELEASE  
AND INDEMNITY AGREEMENT**

In further consideration for the satisfaction of a Note and Mortgage executed by Dover Construction, LLC to Frontier Bank, dated April 18, 2005, and recorded in Instrument 200504220000192920 in the Probate Office of Shelby County, Alabama, Dover Construction, LLC, by and through its undersigned, authorized representative, and its members, managers, officers, directors, successors and assigns ("Releasors"), do hereby release, remise and forever discharge Frontier Bank, its subsidiaries, affiliates, parent companies, affiliated companies and their respective officers, directors, shareholders, employees, agents, attorneys, transferees, successors and assigns (the "Released Parties") of and from any and all claims, demands, causes of action and suits of every kind and nature, at law or in equity, which the Releasors have, may have had at any time heretofore, or may have at any time hereafter against the Released Parties arising from or resulting from, or in any manner incidental to the Note and Mortgage referenced above and any action taken by the Released Parties in enforcing the terms of the same, including, but not limited to, acceptance of the property securing the Note by deed in lieu of foreclosure and any further sale or conveyance of the said property, in whole or in part.

As further consideration for the satisfaction of the Note and Mortgage, the Releasors agree and promise to indemnify and hold harmless the Released Parties from and against any and all claims, losses, costs, obligations, liabilities and/or expenses (including payment of reasonable attorney fees and costs of defense) that they may incur arising out of or in any way connected with the enforcement of the provisions of this Agreement.

The Releasors agree that the terms of this General Release and Indemnity Agreement are contractual and not mere recitals, that they have carefully read and understand its terms, and that they have executed this Agreement without coercion or duress.

IN WITNESS WHEREOF, the authorized representative of the Releasors does hereby subscribe his signature on this the 15<sup>th</sup> day of March, 2007.


James G. Allen  
Witness

James D. Allen  
Witness

Dover Construction, LLC

By: [Signature]  
Matt Dover, Managing Member

By: [Signature]  
Jason Dover, Managing Member

  
20070410000165660 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
04/10/2007 03:17:28PM FILED/CERT

**GENERAL RELEASE  
AND INDEMNITY AGREEMENT**

In further consideration for the satisfaction of a Note and Mortgage executed by Dover Construction, LLC to Frontier Bank, dated April 18, 2005, and recorded in Instrument 200504220000192920 in the Probate Office of Shelby County, Alabama, Matt Dover and Jason Dover, their respective heirs, executors, personal representatives, successors and assigns ("Releasors"), do hereby release, remise and forever discharge Frontier Bank, its subsidiaries, affiliates, parent companies, affiliated companies and their respective officers, directors, shareholders, employees, agents, attorneys, transferees, successors and assigns (the "Released Parties") of and from any and all claims, demands, causes of action and suits of every kind and nature, at law or in equity, which the Releasors have, may have had at any time heretofore, or may have at any time hereafter against the Released Parties arising from or resulting from, or in any manner incidental to the Note and Mortgage referenced above and any action taken by the Released Parties in enforcing the terms of the same, including, but not limited to, acceptance of the property securing the Note by deed in lieu of foreclosure and any further sale or conveyance of the said property, in whole or in part.

As further consideration for the satisfaction of the Note and Mortgage, the Releasors agree and promise to indemnify and hold harmless the Released Parties from and against any and all claims, losses, costs, obligations, liabilities and/or expenses (including payment of reasonable attorney fees and costs of defense) that they may incur arising out of or in any way connected with the enforcement of the provisions of this Agreement.

The Releasors agree that the terms of this General Release and Indemnity Agreement are contractual and not mere recitals, that they have carefully read and understand its terms, and that they have executed this Agreement without coercion or duress.

IN WITNESS WHEREOF, the authorized representative of the Releasors does hereby subscribe his signature on this the 15 day of MARCH, 2007.

James S. Allan  
Witness

James S. Allan  
Witness

[Signature]  
Matt Dover, Individually

[Signature]  
Jason Dover, Individually



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