

Our File No.: 414.0705341AL Lender Loan No.: 7441816451

MORRIS, SCHNEIDER & PRIOR, L.L.C. 1587 Northeast Expressway Atlanta, GA 30329 (770) 234-9181

Cross Reference: Deed Book, Page Shelby County, AL Records

WARRANTY DEED IN LIEU OF FORECLOSURE

STATE	OF AI	LABAMA
COUNT	Y OF	SHELBY

Contract of the 200 Con THIS INDENTURE, this 14 day of June, 2007 between DOROTHY A. GOLSON, UNMARRIED, as party of the first part, hereinafter called Grantor, and THE BANK OF NEW YORK TRUST COMPANY, NA, AS SUCCESSOR TO JP MORGAN CHASE BANK, NA, AS TRUSTEE, AS NOMINEE FOR THE BANK OF NEW YORK TRUST COMPANY, NA, AS SUCCESSOR TO JP MORGAN CHASE BANK, NA, AS TRUSTEE, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

SEE EXHIBIT "A" ATTACHED HERETO

The purpose of this conveyance is in lieu of foreclosure of that certain Mortgage dated July 31, 2006, from Dorothy A. Golson, unmarried to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Ark-LA-Tex Financial Services dba Benchmark MTG, its successors and assigns, recorded in Instrument No. 20060809000384620, Shelby County, Alabama Probate Office, said Mortgage last and assigned to The Bank of New York Trust Company, NA, as successor to JP Morgan Chase Bank, NA, as Trustee in Book *, Page ____, Shelby County, Alabama Records.

#Inst # 2007/102000508200

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It is the intent and express desire of the parties hereto that all of the loan documents pertaining to the indebtedness secured by the Mortgage shall remain in full force and effect after the execution and delivery of this Warranty Deed in Lieu of Foreclosure, and that there shall be no merger of the fee interest obtained by Grantee hereby with or unto Grantee's prior security interest on the Property under the Mortgage. This Warranty Deed in Lieu of Foreclosure is executed and delivered by Grantor and is received by Grantee as an absolute conveyance of Grantor's equity of redemption and is not intended to be further security for the aforementioned indebtedness or any other indebtedness of Grantor to Grantee. Grantor hereby declares that this conveyance is freely and fairly made.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said described property, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anyway appertaining, to the only proper use, benefit and behoof of said Grantee forever in FEE SIMPLE.

AND SAID Grantor will warrant and forever defend the right and title to the said described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

UNOFFICIAL WITNESS

Dorothy Golson

Sworn to and subscribed before

Me this _____ day of _______, 2007.

NOTARY PUBLIC

My commission expires:

20071102000508210 2/3 \$18.00 Shelby Cnty Judge of Probate, AL

11/02/2007 01:32:34PM FILED/CERT

LEIGH ANN FULBRIGHT

NOTARY PUBLIC

Mecklenburg County, North Carolina

My Commission Expires March 4, 2012

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EXHIBIT "A"

Lot 133, according to the survey of the Reserve at Timberline, as recorded in Map Book 34, Page 117 A, B, C and D, in the Probate Office of Shelby County, Alabama.

20071102000508210 3/3 \$18.00 Shelby Cnty Judge of Probate, AL 11/02/2007 01:32:34PM FILED/CERT