

Send Tax Notice To:
ALABAMA TRUST BANK, N.A.
c/o 121 Private Bank,
15 South Lake Lane, Suite 140,
Birmingham, AL, 35244

STATE OF ALABAMA
COUNTY OF SHELBY


WARRANTY DEED IN LIEU OF FORECLOSURE

The undersigned **BUILDING RESOURCES, INC.** an Alabama Corporation (the "Grantor"), is the owner 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 reference (the "Property")' and

Grantor has previously executed and delivered to **ALABAMA TRUST BANK, N.A.** (the "Grantee") that certain Mortgage dated August 30, 2007 and filed for record on October 24, 2007 as Instrument No. 20071024000492500 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"). The Mortgage attaches to the Property and Grantor has agreed to transfer the Property to the Grantee for a debt credit as set forth herein.

It is understood and agreed that with respect to the Property, the lien and title to the Mortgage shall be merged in the title hereby conveyed only in the event of the full effectiveness of this conveyance of the Property according to the terms and provisions expressed herein; and, that if for any reason this conveyance shall be held ineffective, or in the event of the setting aside of this conveyance in any proceedings instituted under the Bankruptcy Code, 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 notes secured thereby, and in any such event Grantee shall have the right to proceed to foreclosure of the Mortgage in all respects as if this instrument had not been executed.

This Deed is being recorded with knowledge of no other liens. In the event that the indexing of recorded documents reveals any liens that are recorded but not formally indexed, Grantee may set aside this Deed, execute and record a deed back to the Grantor and reinstate its Mortgage, which then shall be subject to foreclosure.

NOW, THEREFORE, in consideration of \$126,389.79  and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, all that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns, in fee simple forever. The Grantor does covenant for itself and its successors and assigns, that at the signing of these

presents, it is well seized of the Property as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same free and clear from all encumbrances except the Mortgage and that it and its successors and assigns will warrant and defend said premises, with the appurtenances thereunto belonging unto the Grantee, its successors and assigns, against all lawful claims and demands whatsoever. All covenants and agreements made herein shall bind the Grantor, its successors and assigns. This conveyance is intended to constitute a deed in lieu of foreclosure under Ala. Code Section 35-10-51 with respect to the Mortgage.

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be executed on this the ____ day of March, 2008.

BUILDING RESOURCES, INC.

By: [Signature]
Print Name: Chris Rouveyrol
Title: President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher Rouveyrol (name), whose name as President (title) of BUILDING RESOURCES, INC., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said Warranty Deed in Lieu of Foreclosure, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the 5 day of March, 2008.

AFFIX SEAL

[Signature]
Notary Public
My Commission Expires July 16, 2009
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 16, 2009
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:
William B. Hairston, III
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

EXHIBIT "A"

Lot 528, according to the Final Plat of Timberlake Sector 5, as recorded in Map Book 36, Page 11, in the Probate Office of Shelby County, Alabama

Subject to:

- i) taxes for the year 2008 and subsequent years;
- ii) easements, building lines and restrictions as shown on recorded map;
- iii) right of way granted to Alabama Power Company recorded in Instrument No 200509-4254 in the Probate Office of Jefferson County, Bessemer Division and Instrument No 2005-39654 recorded in the Probate Office of Shelby County
- iv) any and all mineral and mineral rights not owned by Grantor; and
- v) Restrictions appearing of record in Instrument No 200113-4693, Instrument No. 200262-5095, Instrument No 200509-4254, Instrument No 200362-7244 and Instrument No 200362-7245 in the Probate Office of Jefferson County and Instrument No 2005-60753.