

STATE OF ALABAMA

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**DEED IN LIEU OF FORECLOSURE**

\*

SHELBY COUNTY

\*

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor, **STONECREST HOME BUILDERS, LLC**, (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto the Grantee, **COLONIAL BANK, N.A.**, (herein referred to as "Grantee"), all that certain property situated in Shelby County, Alabama, more particularly described as follows:

Lot 1618 according to the Map of Highland Lakes 16<sup>th</sup> Sector an Eddleman Community as recorded in Map Book 25 Page 49 in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.

Lot 2201& 2204 according to the Map of Highland Lakes 22<sup>nd</sup> Sector Phase I an Eddleman Community as recorded in Map Book 33 Page 79 in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.

This is a deed in lieu of foreclosure. It is the intention of the Grantor and the Grantee that this deed and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of Sections 35-10-50 & -51 of the Code of Alabama 1975 (Cum. Supp. 1989). Without limiting the generality of the foregoing sentence, the Grantor and Grantee agree that this deed shall have the effect of transferring absolute title to the above described property to the Grantee free of any statutory or equitable right of redemption in the Grantor or anyone claiming by or through the Grantor. It is the further intention of the Grantor and Grantee that the lien created by that certain Mortgage from Grantor to Grantee, dated November 10, 2004, and recorded January 5, 2005 in Instrument # 20050105000004250, Probate Office of Shelby County, Alabama; will not merge into the fee title acquired by the Grantee pursuant to this Deed. No such merger will occur until such time as the Grantee executes a written instrument specifically effecting such merger or releasing said Mortgage and duly records the same.

**TO HAVE AND TO HOLD** to Grantee, its heirs and assigns forever, together with every contingent remainder and right of reversion. And Grantor does for itself, its heirs, successors and assigns, covenant with Grantee, its heirs and assigns, that it is lawfully seized in fee simple of said real estate, that it is free from all encumbrances (excepting only the Mortgage described above), that it has good right to sell and convey the same as aforesaid, and that it will, and its heirs, successors and assigns shall, warrant and defend the same to the Grantee, its heirs and assigns forever, against

the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereto set its signature and seal, this the 4<sup>th</sup>  
day of June, 2008.

**STONECREST HOME BUILDERS, LLC**

BY: [Signature]  
**JOE D. VINES**  
Its: Member

BY: [Signature]  
**MARK JOHNSON**  
Its: Member

STATE OF ALABAMA \*

COUNTY OF JEFFERSON \*

I, the undersigned, a Notary Public in and for said state and county, hereby certify that **JOE D. VINES**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, with full authority and being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4<sup>th</sup> day of JUNE, 2008.

[SEAL]

[Signature]  
**NOTARY PUBLIC**  
My Commission Expires: 10/22/08

STATE OF ALABAMA \*

COUNTY OF Jefferson \*

I, the undersigned, a Notary Public in and for said state and county, hereby certify that **MARK JOHNSON**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, with full authority and being informed of the contents of said document, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 4<sup>th</sup> day of June, 2008.

[SEAL]

[Signature]  
**NOTARY PUBLIC**  
My Commission Expires: 1/16/10

Grantees address:

P.O. BOX 1108  
Montgomery, AL 36101

This instrument prepared by:  
**TURNER & MILLER, L.L.C.**  
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Anniston, Alabama 36202  
(256) 235-1901  
(08-235)