

DEED IN LIEU OF FORECLOSURE

State of Alabama)

Shelby County)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE is made and entered into on this the 24th day of August, 2008, by and between, C & L BUILDERS GROUP, LLC (herein referred to as "Grantor"), and STOCK LOAN SERVICES, LLC, (herein referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor executed and delivered a mortgage, with power of sale, on the real estate herein described to Stock Loan Services, LLC on the 28th day of February, 2007, to secure an indebtedness in the principal amount of \$ 322,000.00, with interest thereon, which said mortgage was subsequently recorded in Instrument #20070302000095860, in the Probate Office of Shelby County, Alabama, (herein the "Mortgage"); and

WHEREAS, the indebtedness secured by said Mortgage, with interest and other charges thereon at this date, amounts to the sum of \$ 322,000.00 (herein the "Debt"), which is now due and payable to the Grantee, who is the holder of the Mortgage and Debt; and

WHEREAS, the Grantor is unable to pay the Debt as the same comes due; and

WHEREAS, the Grantee is willing to satisfy the Debt and release the Mortgage in return for an absolute conveyance of the fee simple marketable title to the real estate covered by the Mortgage;

NOW THEREFORE, in consideration of the premises, the amount owed to Grantee, the warranties and agreements contained herein, and in further consideration of the sum of Ten Dollars (\$10.00), in hand paid each to the other, the receipt and sufficiency of which is hereby acknowledged, the Grantor has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto STOCK LOAN SERVICES, LLC the following described property, situated in Jefferson County, Alabama, to-wit:

Lot 5, according to Cobblestone Corner, as recorded in Map Book 38, Page 7, in the Probate Office of Shelby County, Alabama.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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, provisions, and warranties 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 in any proceedings instituted under the Bankruptcy Code, any State insolvency law, or otherwise, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title, rights, and interests 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 the Grantor, and acceptance of delivery of this deed will not operate as a merger of the Mortgage lien into the fee of the real estate in the event the Mortgage lien is necessary to protect the Mortgagee therein from intervening claims or liens of third persons which were junior to the lien of the Mortgage.

TO HAVE AND TO HOLD the above described property unto the said STOCK LOAN SERVICES, LLC, its successors and assigns forever.

And I do for myself and for my heirs, executors, and administrators covenant with the said Grantee, my heirs and assigns, that I am are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.


IN WITNESS WHEREOF, the said Grantor has hereunto set his signature and seal this the 29th day of August, 2008.

C & L BUILDERS GROUP, LLC

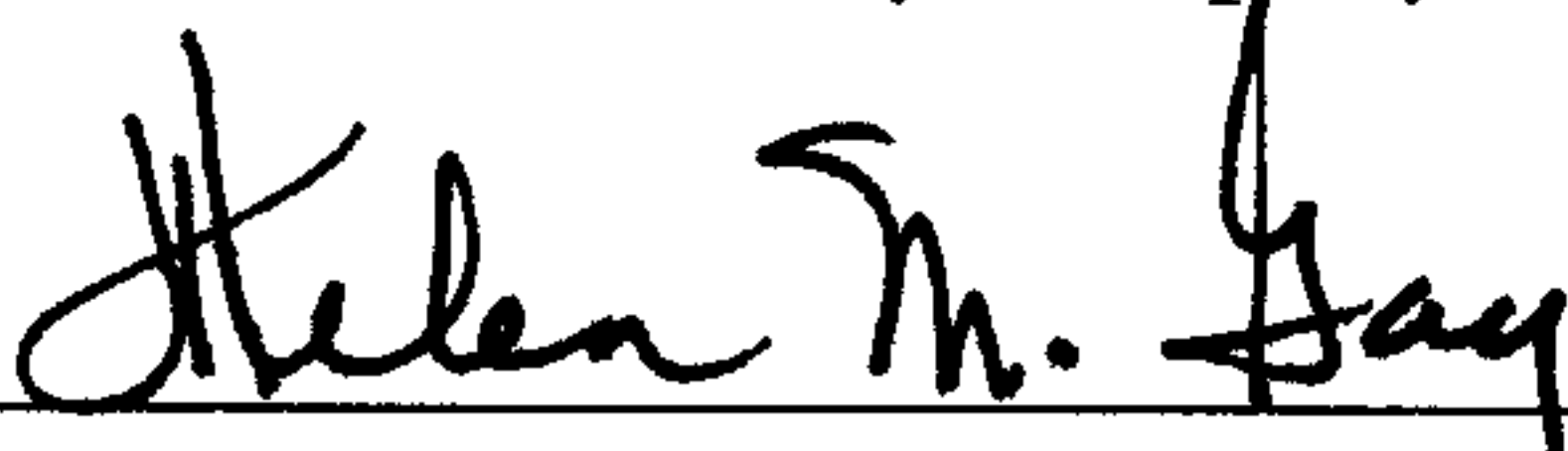


CHARLES D. ROGERS
ITS: MANAGING MEMBER

STATE OF ALABAMA)
SHELBY COUNTY)


20080918000370600 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
09/18/2008 11:48:57AM FILED/CERT

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Charles D. Rogers, whose name as Managing Member of **C & L Builders Group, LLC** a limited liability company, 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 this conveyance, he, as such officer and with full authority, executed for and as the act of said limited liability company.



Notary Public
My Commission Expires: 4-28-10

This Instrument Prepared By:
James H. Greer
Key, Greer,
Frawley, Key & Harrison
P.O. Box 360345
Birmingham, Alabama 35236

**** This deed has been prepared without the benefit of a current title opinion****