



DEED IN LIEU OF FORECLOSURE

STATE OF ALABAMA)
)
SHELBY COUNTY)

This indenture made and entered into on the 20 day of February, 2009, by and between the undersigned, Haven Professional Homebuilders, Inc., Party of the First Part, and John Henderson and Jewel C.Henderson as joint tenant with right of survivorship, Party of the Second Part.

WITNESSETH
2009

THAT, WHEREAS, a mortgage was executed by Party of the First Part to Party of the Second Part on the 14th day of July, ~~2009~~, to secure an indebtedness of One Hundred Fifteen Thousand, Eight Hundred Forty Four and NO/100's Dollars (\$115,844.00).

WHEREAS, said indebtedness is due and payable, and the Party of the First Part are unable to pay same but are desirous of saving the expense of a foreclosure of said mortgage under the power of sale contained in same.

NOW, THEREFORE, in consideration of the premises, and in further consideration of the sum of Ten and NO/100's Dollars (\$10.00) in hand paid to Party of the First Part by the Party of the Second Part, the receipt whereof is hereby acknowledge, the Party of the First Part have granted, bargained, and sold, and by these presents do GRANT, BARGAIN, SELL, AND CONVEY unto Party of the Second Part the following described property, situated in Shelby County, Alabama, to-wit

Lots 1 and 2, according to Farris Subdivision, Clara, Alabama, as recorded in Map Book 3, on Page 126, in the Probate Office of Shelby County, Alabama.

This conveyance is made subject to restrictive covenants and conditions as contained in instrument recorded on April 9, 1954, in Deed Book 165, page 518, and to Transmission line Permit dated June 25, 1954, in favor of Alabama Power Company and Southern Bell Telephone and Telegraph Company, as contained in instrument recorded in deed Book 167. at Page 137 all recordings being made in the Office of the Judge of Probate of Shelby County, Alabama. Likewise, to Easement as shown on Subdivision Map to allow utilities to place poles and anchors to run water lines and sewer lines on or within 3 feet of the property lines, and a 30 foot setback building line as shown by said recorded Survey of Farris Subdivision, Calera, Alabama.

This conveyance is also made subject to an easement for country road across the portion of said Lot 1 as same presently exists.

South of Lot 3, Lot 4, Lot 5, Lots 28, 29, 30 and 31, South 1/2 of Lot 9, Lot 10, North 1/2 of Lot 11, East 90 feet of Lot 17, West 1/2 of Lot 21, Lots 22 and 23, according to the Plat of Farris Estates prepared by A. W. Meade dated March 21, 1957, and recorded in Map Book 4, Page 13, Probate

Records of Shelby County, Alabama. LESS AND EXCEPT the approximately W 1/2 of Lot 28 as agreed upon by Seller and Purchaser to be determined at a later date by survey prior to closing (at Purchaser's expense).

AND

Lots 11, 12, 13, and 14, according to the Survey of Capps Subdivision of the Town of Calera, as recorded in Map Book 3, Page 155, Probate Records of Shelby County, Alabama.

Lots 4 and 5 in Farris Subdivision #3 located in Calera, Alabama according to Survey of A.W. Meade, recorded in the Probate Office of Shelby County, Alabama in Map Book 4, Page 10.

AND

LESS AND EXCEPT, that certain real located at

Lot 4, Book 37, Page 98, Havens Subdivision Resurvey.

AND

Lot 5, Book 37, Page 98, Havens Subdivision Resurvey.

AND

Lot 8: Book 37, Page 98, Subdivision: Havens Resurvey.

NOTE: The preparer of this Document has prepared same without benefit of a title opinion and without a survey and makes no certification as to title or to the location of said land.

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

To have to hold the said above-describe property until the said Party of the Second Part and unto the party of the Second Part's heirs and assigns, in fee simple.

It is agreed between the parties to this instrument that the same shall operate and have effect as though said mortgage had been foreclosed under the power contained in same, and the property herein described purchased by the said Party of the Second Part at and for the sum of One Hundred Fifteen Thousand, Eight Hundred Forty Four and NO/100's Dollars (\$115,844.00).

In testimony of all which the Party of the First Part have hereunto set their hands and seals on this day and date first above written.

PARTY OF THE FIRST PART

John A. Henderson Sr. (SEAL)
For Havens Professional Homebuilders, Inc.

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, _____, a Notary Public, in and for said State of Alabama at large, hereby certify that John Henderson, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of FEBRUARY, 2009.

John A. McBrayer
Notary Public
My Commission Expires: 9-7-10.

THIS INSTRUMENT PREPARED BY:

John A. McBrayer
3110 Cummins St.
Pelham, AL 35124