

Send Tax Notice to:  
Telesis Community Credit Union  
c/o Business Partners, LLC  
9301 Winnetka Avenue  
Chatsworth, CA 91311



20090713000267250 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
07/13/2009 11:33:54 AM FILED/CERT

**STATE OF ALABAMA** )  
**COUNTY OF SHELBY** )

**DEED IN LIEU OF FORECLOSURE**

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of the amount owed to the Grantee herein, under that certain promissory note dated as of August 31, 2005 (together with any and all amendments thereto, the "Note") and that certain Mortgage executed by Les Barran, the Grantor herein, to Grantee dated the 31 day of August, 2005, said Mortgage being recorded as Instrument number 20050915000480740, in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and in further consideration of promises as made between the parties, the receipt whereof is hereby acknowledged, as successor-in-interest to Les Barran, **LES BARRAN, Trustee of the 2000 Les Barran Revocable Trust, dated August 2, 2000**, (herein referred to as "Grantor"), does hereby grant, bargain, sell and convey unto **TELESIS COMMUNITY CREDIT UNION, A California Chartered Credit Union c/o BUSINESS PARTNERS, LLC** (herein referred to as "Grantee"), all of the Grantor's right, title and interest in and to the hereinafter described real estate situated in Jefferson County, Alabama, which said real estate is described as follows:

See Attached Exhibit "A" for Legal Description, incorporated herein by this reference.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantor.

It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed.

**TO HAVE AND TO HOLD** to the said Grantee, and to Grantee's successors and assigns forever.

**NOTE:** The property herein conveyed by Grantor is **NOT** the homestead of the Grantor or the Grantor's spouse.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set his signature and seal this the 24 day of June, 2009.

*Les Barran*  
\_\_\_\_\_  
Les Barran, Trustee of the 2000 Les Barran  
Revocable Trust, dated August 2, 2000

(SEAL)

STATE OF CALIFORNIA  
COUNTY OF San Diego

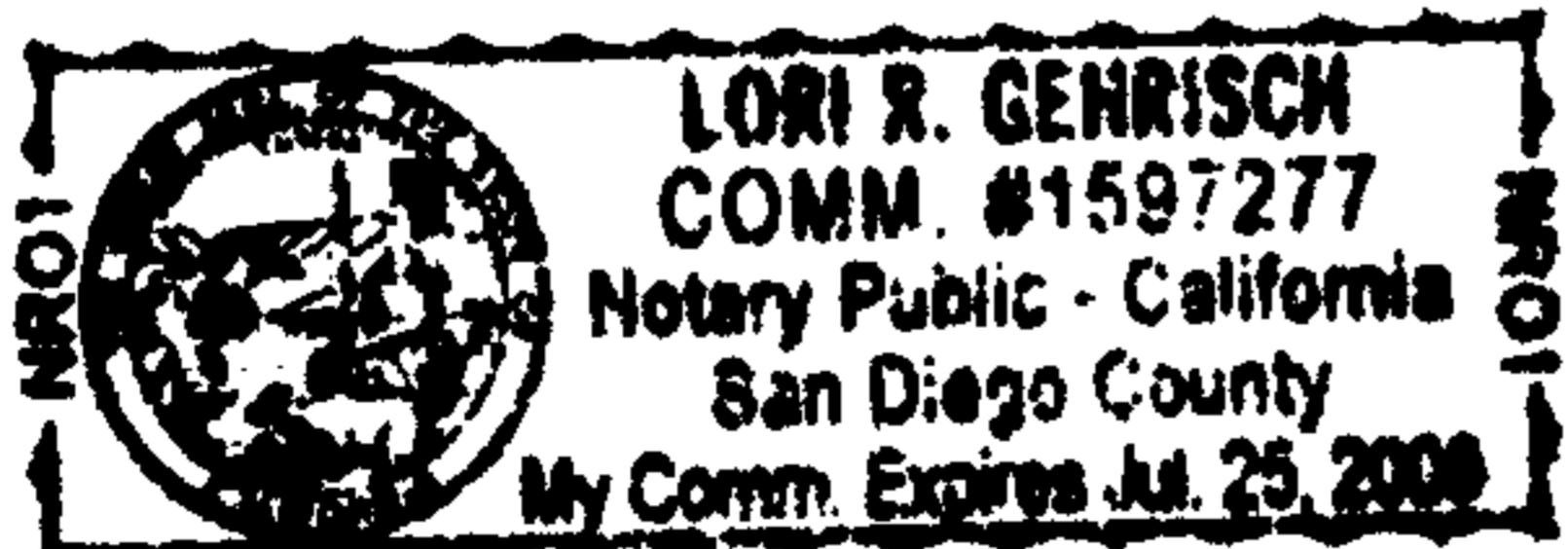
On June 24, 2009, before me, LORI R. GEHRISCH, a Notary Public in and for said State, personally appeared LES BARRAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)





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STATE OF ALABAMA )  
RELEASE OF MORTGAGE )  
JEFFERSON COUNTY )  
SHELBY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **TELESIS COMMUNITY CREDIT UNION, A California Chartered Credit Union c/o BUSINESS PARTNERS, LLC** ("LENDER"), owner and holder of the indebtedness secured by that certain real property mortgage executed by **LES BARRAN** in favor of **LENDER**, dated August 31, 2005, said Mortgage being recorded as Instrument number 20050915000480740, in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), does hereby release and satisfy said Mortgage.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this 2 day of June, 2009.

*July*

**TELESIS COMMUNITY CREDIT UNION,  
A California chartered credit union**

*by Business Partners, LLC  
auth-agent*  
By: Loren Houchen  
Name: Loren Houchen  
Title: CEO

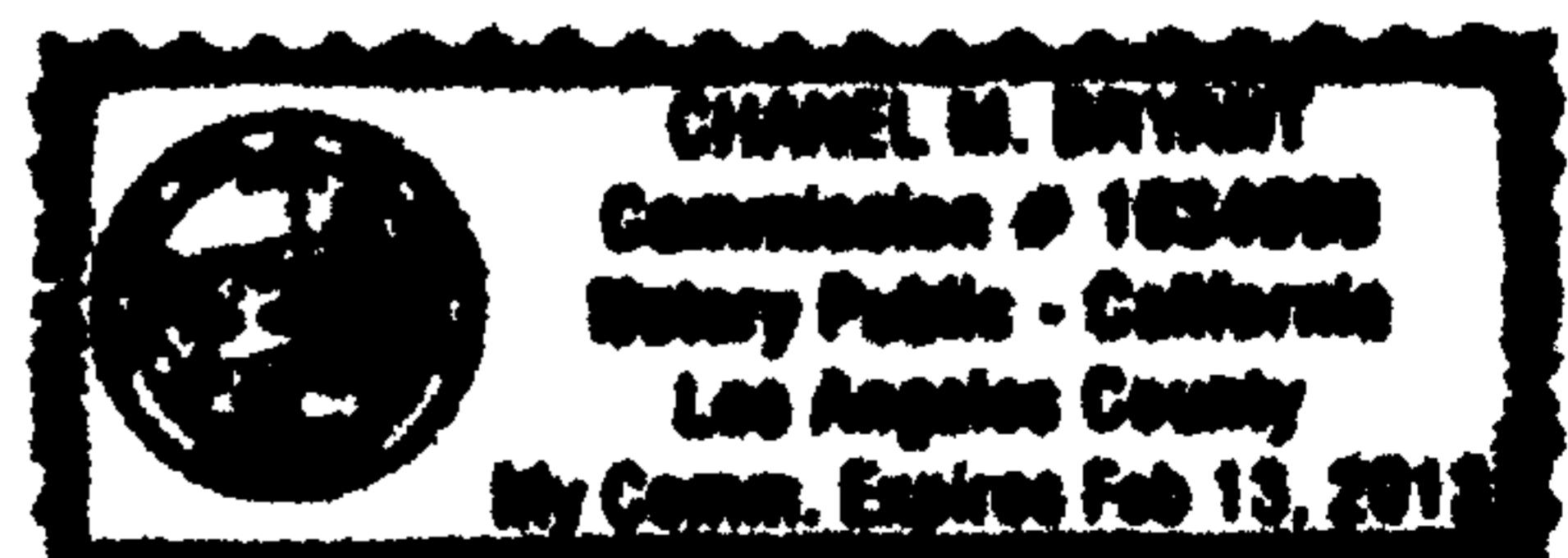
STATE OF CALIFORNIA  
COUNTY OF Los Angeles

On July 2, 2009, before me, CHANTEL M. BRYANT a Notary Public in and for said State, personally appeared Loren Houchen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Chantel M. Bryant* (Seal)





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## EXHIBIT "A"

### DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN JEFFERSON COUNTY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I: Lot 3 of The Village at Lee Branch Sector 1 - Phase 2, as recorded in Map Book 33, page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 - Revision 1 as recorded in Map Book 31, pages 130A & 130B, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 88° 49' 06" West along the North line of said Northeast quarter of Southwest quarter for 66.55 feet to the Southwest corner of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1, REVISION 1" as recorded in Map Book 31, pages 43A and 43B in the Office of The Probate Judge, Shelby County, Alabama; thence proceed North 01° 10' 54" West along the West line of said Lot 2 for 119.95 feet to the Southeast corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed South 89° 04' 30" West along the South line of said Lot 3A for 180.9 feet to a point; thence proceed North 56° 26' 42" West along the Southwest line of said Lot 3A for 93.23 feet to a point on the Southerly right of way margin of Doug Baker Boulevard; thence proceed South 33° 33' 18" West along said Southerly right of way margin for 84.38 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 26° 21' 14", a radius of 537.50 feet and a chord which bears South 46° 43' 54" West for 245.06 feet; thence proceed Southwesterly along said Southerly right of way margin and along the arc of said curve for 247.23 feet to the POINT OF BEGINNING of the herein described parcel; thence leaving said Southerly right of way margin of Doug Baker Boulevard, proceed South 31° 05' 10" East for 30.50 feet to a point; thence proceed South 38° 02' 48" East for 32.43 feet to a point; thence proceed South 40° 50' 32" East for 119.19 feet to a point; thence proceed North 49° 09' 28" East for 66.50 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 90° 00' 00", a radius of 4.50 feet and a chord which bears South 85° 50' 32" East for 6.36 feet; thence proceed Easterly along the arc of said curve for 7.07 feet to the end of said curve; thence proceed South 40° 50' 32" East and tangent to the last described curve for 16.00 feet to a point; thence proceed North 49° 09' 28" East for 124.46 feet to a point at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of 04° 24' 48", a radius of 560.10 feet and a chord which bears North 32° 11' 48" East for 43.13 feet; thence proceed Northeasterly along the arc of said curve for 43.14 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described curve and having a central angle of 78° 01' 30", a radius of 99.53 feet and a chord which bears North 05° 13' 13" West for 125.30 feet; thence proceed Northerly along the arc of said curve for 135.53 feet to the end of said curve; thence proceed North 46° 33' 26" West and non-tangent to the last described curve for 15.10 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described course and having a central angle of 08° 13' 03', a radius of 211.21 feet and a chord which bears North 52° 19' 56" West for 30.27 feet; thence proceed Northwesterly along the arc of said curve for 30.29 feet to the end of said curve; thence proceed North 56° 26' 42" West and tangent to the last described curve for 25.04 feet to a point; thence proceed South 33° 30' 26" West for 28.37 feet to a point; thence proceed North 56° 29' 34" West for 10.03 feet to a point; thence proceed North 70° 31' 43" West for 20.62 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angle of 15° 36' 23", a radius of 547.50 feet and a chord which bears South 41° 15' 30" West for 148.67 feet; thence proceed Southwesterly along the arc of said curve for 149.13 feet to a point; thence proceed North 42° 24' 14" West for 10.00 feet to a point on the Southerly right of way margin of Doug Baker Boulevard, said Southerly right of way margin being in a curve to the right, said curve being non-tangent to the last described course and having a central angle of 10° 49' 11", a radius of 537.50 feet, and a chord which bears South 54° 29' 55" West for 101.35 feet; thence proceed Southwesterly along the arc of said curve and along said Southerly right of way margin for 101.50 feet to the POINT OF BEGINNING.

PARCEL II: Together with those certain non-exclusive easements for the benefit of Parcel I for the purpose of ingress, egress, parking, utilities and drainage, as created by that certain agreement of covenants, conditions and restrictions and grant of easements, dated June 21, 2004, recorded under Instrument Number 20040624000345530 over, under and across the property described therein.

PROPERTY ADDRESS: 201 Doug Baker Boulevard, Birmingham, Alabama 35242