James G. Henderson Pritchard, McCall & Jones, LLC 505 North 20th Street Suite 800 Birmingham, AL 35203

P. O. Box 1508

Birmingham. AL 35201-1508

ServisFirst Bank

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Shelby Cnty Judge of Probate, AL 09/01/2009 02:42:18 PM FILED/CERT

SEND TAX NOTICE TO:

DEED IN LIEU OF FORECLOSURE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, Willow Oaks, LLC (the "Grantor") is the owner and record title holder of all that real property situated in Shelby County, Alabama, and hereinafter described and incorporated herein by reference (the "Property"); and

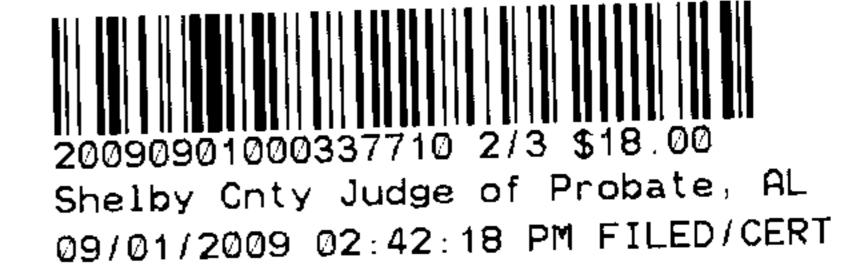
WHEREAS, Grantor has heretofore executed and delivered to ServisFirst Bank, (the "Grantee") that certain mortgage recorded in Instrument 20080110000015580, in the office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), covering the Property; and

WHEREAS, Grantor has requested that it be permitted to, and has agreed to, convey the Property to Grantee in consideration of a credit in the amount of One Million Seven Hundred Fifty Thousand Dollars and 00/100 (\$1,750,000.00) by Grantee to Grantor from and against the indebtedness evidenced by that certain Promissory Note dated November 30, 2007 (Loan No.: 7357) in favor of Grantee by Grantor and secured by the Mortgage; and

WHEREAS, the Grantor and the Grantee have mutually agreed upon the credit and Grantor acknowledges that such credit and other considerations given to Grantor by Grantee are fair, equitable, beneficial and to the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Deed shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantor does hereby GRANT,



BARGAIN, SELL and CONVEY unto ServisFirst Bank, the following described real property situated in Shelby County, Alabama:

Lots 301, 303, 304, 305, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, according to the Survey of Willow Oaks, as recorded in Map Book 38, page 137A, 137B and 137C, in the Probate Office Of Shelby County, Alabama.

Together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to ServisFirst Bank, its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that it is the owner of the Property and has a good right to sell and convey the same; that the same is subject to the Mortgage recorded in the Probate Office of Shelby County, Alabama.

It is understood and agreed that this Deed is and shall constitute a deed in lieu of foreclosure pursuant to § 35-10-50 and § 35-10-51 (Alabama Code 1975, as amended) and the lien and title of Mortgage shall not be merged in the title hereby conveyed, 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 proceeding instituted under the bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by the Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigne	ed Grantor has executed this instrument and
set it's hand and seal thereunto, all on this 28	May of 1, 2009.
See te s'indire ante s'est	Willow Oaks, LLC
	WIIIOW Caks, LLC
	Du Ah
	Its: Mancsing Member
	105. July Jay July Com July Com
	La formande
	Guarantor
STATE OF ALABAMA)	
JEFFERSON COUNTY)	
I the undersigned Notery Public in and fo	or said County in said State hereby certify that
of Will	or said County in said State, hereby certify that low Oaks, LLC, is signed to the foregoing instrument
and who is known to me acknowledged before the on i	nis date mai being informed of the contents of mis
instrument, he, as such, and with full aut act of the said corporation.	thority, executed the same voluntarily for and as the
•	H - I
Given under my hand and official seal this	_ day of
	NOTARY PUBLIC
(SEAL)	
	My Commission Expires 1 w/h 17 2011
STATE OF ALABAMA)	
JEFFERSON COUNTY)	
,	or said County in said State, hereby certify that
as Guarantor of Willow Oaks is known to me, acknowledged before me on this date th	LLC, is signed to the foregoing instrument and who
he, as such Guarantor and with full authority, executed to	
corporation.	La l
Given under my hand and official seal this	day of 2009.
Civen ander my name and omerar scar ans	- un, o. 2003.
	MAI.
	17 18 10 1 Lab.
	NOTARY PUBLIC
(SEAL)	MAN Commission Francisco
	My Commission Expires: Lach 5201