

THIS INSTRUMENT WAS PREPARED BY:
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Send Tax Notice to:
American General Financial Services of Alabama
101 1st Alabama Bank Drive, Suite B
Pelham, Alabama 35124

STATE OF ALABAMA
COUNTY OF SHELBY

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DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantors, YEVETTE L. TRUSSELL and THOMAS MILES TRUSSELL [herein referred to as "Grantors"] hereby grants, bargains, sells and conveys unto the Grantee, AMERICAN GENERAL FINANCIAL SERVICES OF ALABAMA, INC. [herein referred to as "Grantee"], all that certain property situated in Shelby County, Alabama, as more particularly described below:

The following described real estate, situated in Shelby County, Alabama, to-wit:

From NE Corner of Section 11, Township 24 North, Range 15 East, run South along the East boundary of said Section 11, a distance of 1591.70 feet to the point of beginning of herein described parcel of land; thence turn 76 degrees 17 minutes 20 seconds right and run 181.36 feet; thence turn 76 degrees 27 minutes 20 seconds left and run 125.0 feet; thence turn 117 degrees 28 minutes 40 seconds left and run 198.44 feet; thence turn 62 degrees 21 minutes 20 seconds left and run 75.92 feet to the point of beginning of herein described parcel of land. Also, an easement 12.5 foot in width lying West of and running parallel to the East boundary of afore described parcel of land. According to the survey of Sam W. Hickey, Registered Land Surveyor.

Street Address: 23 Jetty Circle
Shelby, Alabama 35143


This is a deed in lieu of foreclosure. It is the intention of the Grantors 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. 1990). Without limiting the generality of the foregoing sentence, the Grantors and Grantee agree that this deed shall have the same effect of transferring absolute title to the above-described property to the Grantee free of any statutory or equitable right-of-redemption in the Grantors or anyone claiming by and through the Grantors. It is the further intention of the Grantors and Grantee that the lien created by that certain Mortgage and Security Agreement from the Grantors to Grantee, dated August 16, 2007, and recorded in the Office of the Judge of Probate of Shelby


County, in Instrument Number 20070820000391230, 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 Security Agreement and duly records the same.

Once accepted by Grantee, this deed will extinguish the obligation of Grantors for any attorney fees, and any deficiency balance on the associated note.

TO HAVE AND TO HOLD to Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantors do for themselves, their successors and assigns, covenant with Grantee, its successors and assigns, that they are lawfully seized in fee simple of said real estate, that it is free from all encumbrances (excepting only the Mortgage and Security Agreement described above), that they have good right to sell and convey the same as aforesaid, and that they, and their successors and assigns, shall warrant and defend the same to the Grantee, its successors and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 300 day of SEPTEMBER, 2009.

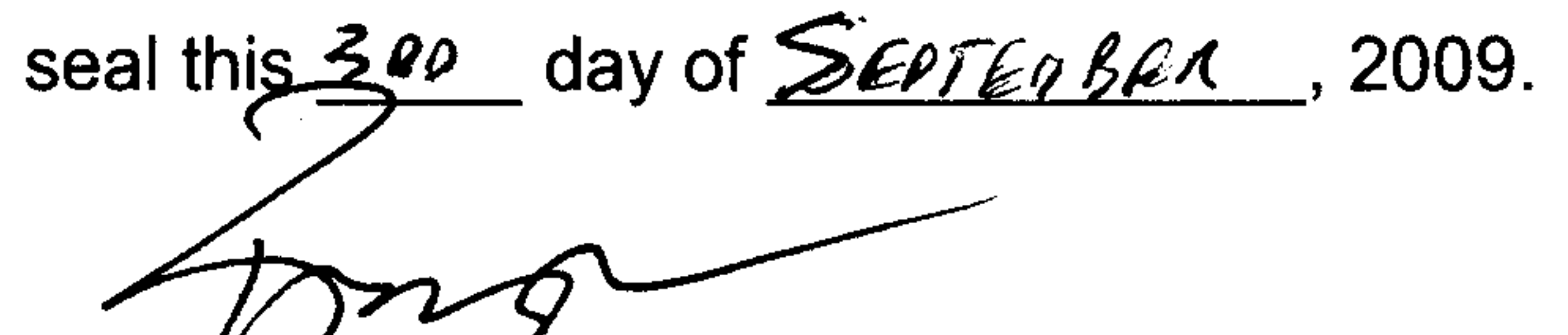

YVETTE L. TRUSSELL


THOMAS MILES TRUSSELL

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that YVETTE L. TRUSSELL and THOMAS MILES TRUSSELL, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they have executed the same voluntarily.

Given under my hand and official seal this 300 day of SEPTEMBER, 2009.


NOTARY PUBLIC
My Commission expires 10/3/2010