

This instrument prepared by:
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2311 Highland Avenue South
P. O. Box 55727
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Send Tax Notice to:
Household Finance Corporation of Alabama
636 Grand Regency Blvd.
Brandon, FL 33510

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 Grantee under that certain Note and Mortgage executed by Keith W. Foster and Debra T. Foster, husband and wife, to Household Finance Corporation of Alabama, dated the 16th day of September, 2003, and recorded in Instrument Number: 20030918000629520 in the Probate Office Shelby, Alabama; and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, **Keith W. Foster and Debra T. Foster, husband and wife**, (herein referred to as "Grantors"), do grant, bargain, sell and convey unto **Household Finance Corporation of Alabama** (herein referred to as "Grantee"), all of their right, title and interest in the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Lot 33, Block 1 according to the Survey of Oak Mountain Estate, Fifth Sector, as recorded in Map Book 5,
Page 124, In the Probate Office of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove.

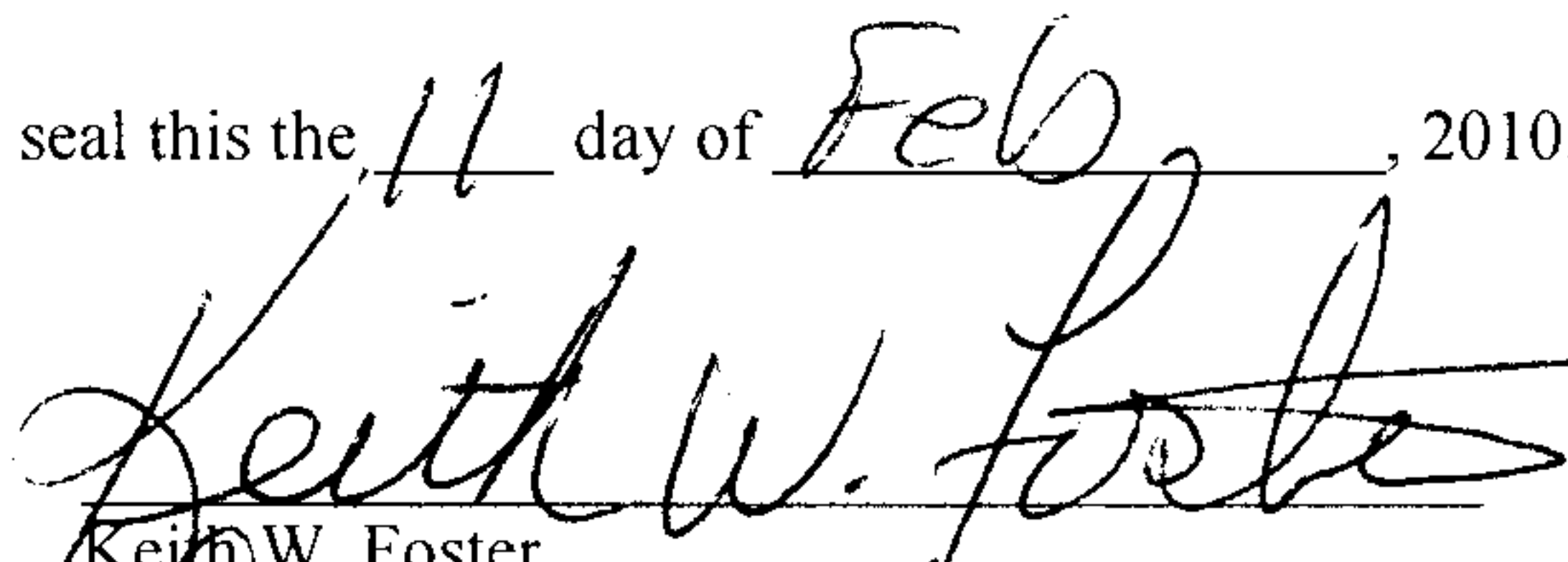
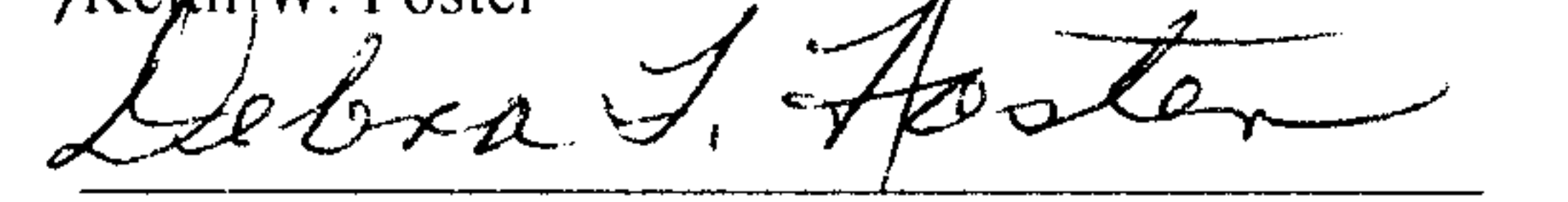
It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if for any reason, this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance and any proceedings instituted under the Bankruptcy Code or otherwise, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title, and rights 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 Grantors, and acceptance of delivery of this deed will not operate as a merger of the mortgage lien into the fee of the property in the event the mortgage lien is necessary to protect the Grantee therein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantors do assign, covenant with the said Grantee that they are lawfully seized of said premises in fee simple; that it is free from all encumbrances except as hereinabove stated; that they have a good right to sell and convey the same as aforesaid; and that they will, and their successors and assigns shall warrant and defend the same unto the said Grantee, its successors and assigns forever, against the lawful claims of any and all persons.

Grantor(s) and Grantee, agree that this Deed in Lieu of Foreclosure and the transactions contemplated herein are a mutual, full, and complete settlement, discharge and release of Grantors' and Grantee's claims relating to the mortgage, including, without limitation, their rights and obligations with respect to the rescission of the mortgage pursuant to the Truth-in-Lending Act, Federal Reserve Regulation Z, or any other applicable law; and Grantor(s) further acknowledges that they have elected to proceed with this Deed in Lieu of Foreclosure and the transactions contemplated herein in lieu of any other rights or actions that they might pursue with respect to rescission either now or in the future.

TO HAVE AND TO HOLD to the said Grantee, and to its successors and assigns forever.

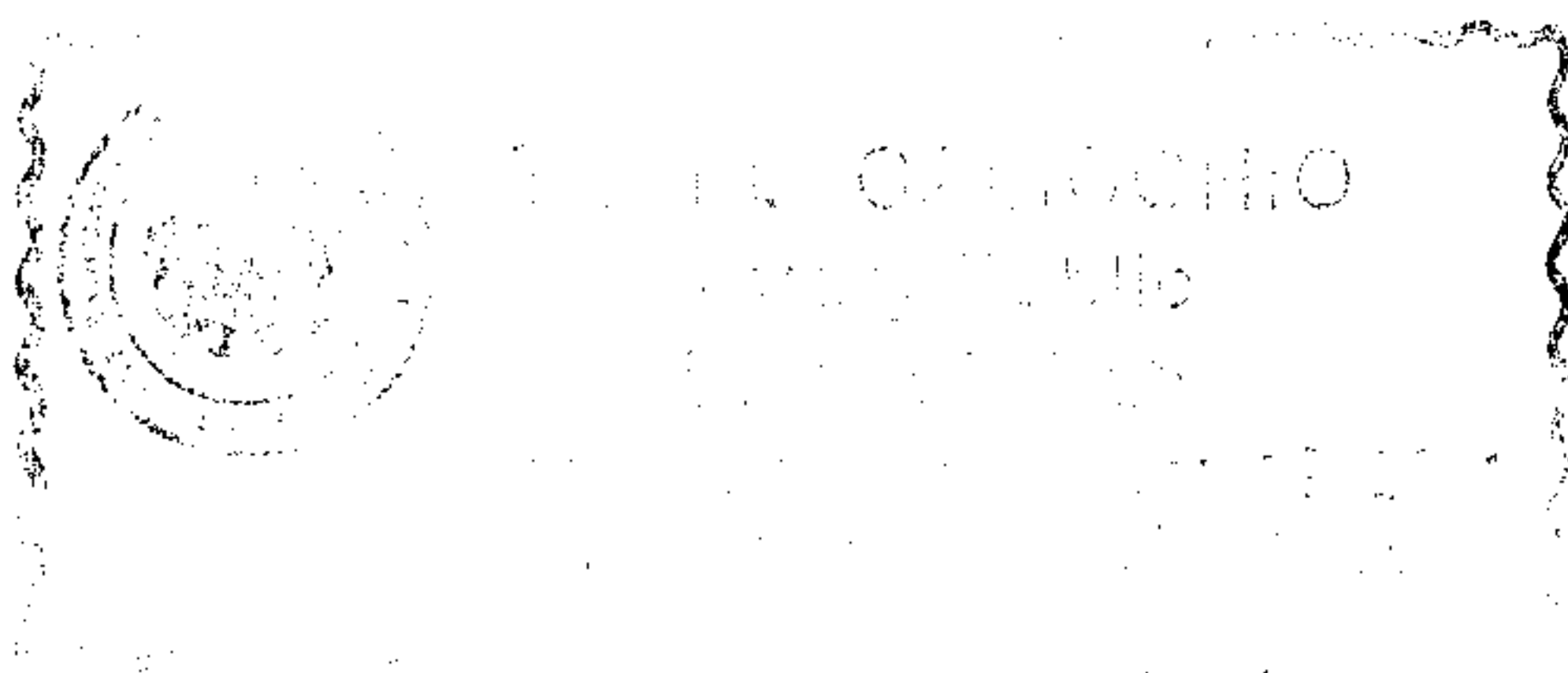
IN WITNESS WHEREOF, the said, has hereunto set signature and seal this the 11 day of Feb, 2010.

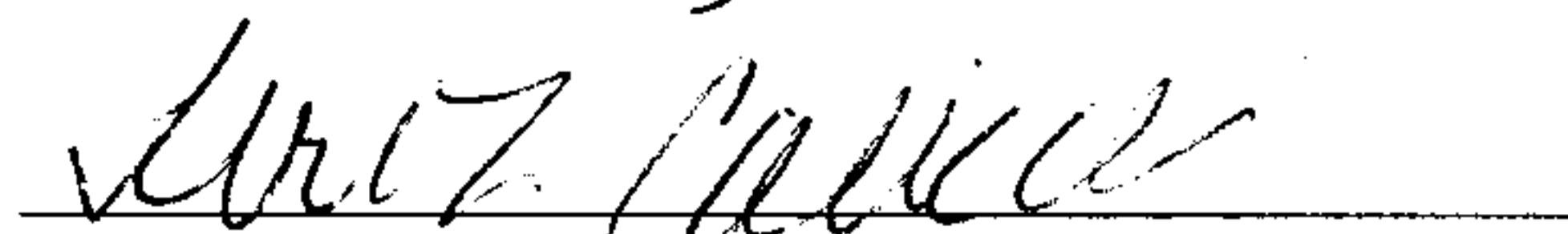

Keith W. Foster

Debra T. Foster

STATE OF Utah)
COUNTY OF Summit)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Keith W. Foster and Debra T. Foster, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 11 day of February, 2010.




NOTARY PUBLIC

My Commission Expires: Dec 19, 2011