

This instrument prepared by
and upon recording return to:

Jennifer Harris Henderson
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203

Send Tax Notice To:

FirstMerit Bank, National Association
c/o Suzanne Rinehart
3 Cascade, CAS-61
Akron, Ohio 44308

STATE OF ALABAMA)

SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

RECITALS

A. **AQUAPURE WATER SYSTEMS, L.L.C.**, an Alabama limited liability company (the "Grantor"), is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the improvements located thereon (the "Property").

B. Grantor has heretofore executed and delivered to **FIRSTMERIT BANK, NATIONAL ASSOCIATION**, a national banking association (the "Grantee"), that certain Mortgage and Security Agreement dated June 28, 2001 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 2001-27600 (the "Mortgage") with respect to the Property.

C. The Mortgage secures a loan made by the Grantee to the Grantor, for which Grantor is justly indebted to Grantee, up to a maximum principal indebtedness of \$350,000.00; and

D. Grantor has defaulted on the payment of said indebtedness; and

E. Grantor is unable to pay the indebtedness that is secured by the Mortgage and has agreed to convey the property described in the Mortgage to Grantee in lieu of foreclosure.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, subject to the matters hereinafter set forth, the Property, to-wit:

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of said premises; that the

Property is free from all encumbrances except as set forth hereinabove; that the Grantor has a good right to sell and convey the Property as aforesaid; and that the Grantor will, and its successors and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.

This instrument is intended to be construed as a deed in lieu of foreclosure as provided in Section 35-10-50 and Section 35-10-51 of the *Code of Alabama*, (1975). This Deed in Lieu of Foreclosure in accordance with Alabama Code sections 35-10-50, *et seq.* (1975), (1) transfers to the Grantee all right, title and interest of the Grantor in the Property, including but not limited to all rights of redemption, statutory or equitable; (2) does not effect a foreclosure of the Mortgage covering the Property; (3) does not give rise to a statutory right of redemption in the Grantor or any other person; (4) does not result in a merger of the Grantee's rights with the Grantor's equity of redemption for any purpose; and (5) does not affect the rights or interest of any person or entity other than the Grantor in the Property.

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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Grantor has caused these presents to be executed for and in its name by its duly authorized officer effective as of the 29th day of June, 2010.

AQUAPURE WATER SYSTEMS, L.L.C.

By: [Signature] (Seal)

Print Name: JOHN H. CRIMM

Its: PRESIDENT/CEO

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN H. CRIMM whose name as PRESIDENT/CEO of Aquapure Water Systems, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such PRESIDENT/CEO and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 29th day of JUNE, 2010.

[Signature]
Notary Public



My commission expires: 8/18/13

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

[Legal Description]

Lot 3, according to a Resurvey of Lot 1, Yeager Commercial Park North as recorded in Map Book 24, Page 08 in the Office of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.


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