

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made and entered into on this the 13th day of August, 2010, by and between the undersigned, Cena Homes, Inc., an Alabama corporation, hereinafter referred to as "Grantor", and Superior Bank, hereinafter referred to as "Grantee".

WITNESSETH:

THAT, WHEREAS, a mortgage was executed by Grantor to Superior Bank, on the 30th day of April, 2007, to secure an indebtedness not to exceed Two Hundred Eighty-Seven Thousand, Five Hundred and 00/100 Dollars (\$287,500.00); and,

WHEREAS, said indebtedness is due and payable, and the party of the first part is unable to pay same but is desirous of saving the expense of a foreclosure of said mortgage under the power of sale contained in the same.

NOW, THEREFORE, it is agreed between the parties to this instrument that this conveyance is in lieu of foreclosure, and the property hereafter described is conveyed by said Grantor and purchased by the said Grantee for the sum of Ten Dollars (\$10.00).

LOT 815, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 8TH SECTOR, PHASE 1 AS RECORDED IN THE MAP BOOK 31 PAGE 14 A, B, AND C IN THE OFFICE OF THE JUDGE OF PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

NO TILE OPINION REQUESTED, NONE RENDERED.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND to hold the said above described property unto the said Grantee, and unto its successor and assigns, in fee simple.

THIS DEED IS OFFERED IN LIEU OF FORECLOSURE. IT IS THE INTENT THAT ALL INTEREST OF THE GRANTOR, INCLUDING THE EQUITY OF REDEMPTION IN SAID REAL PROPERTY IS HEREBY CONVEYED TO THE GRANTEE.

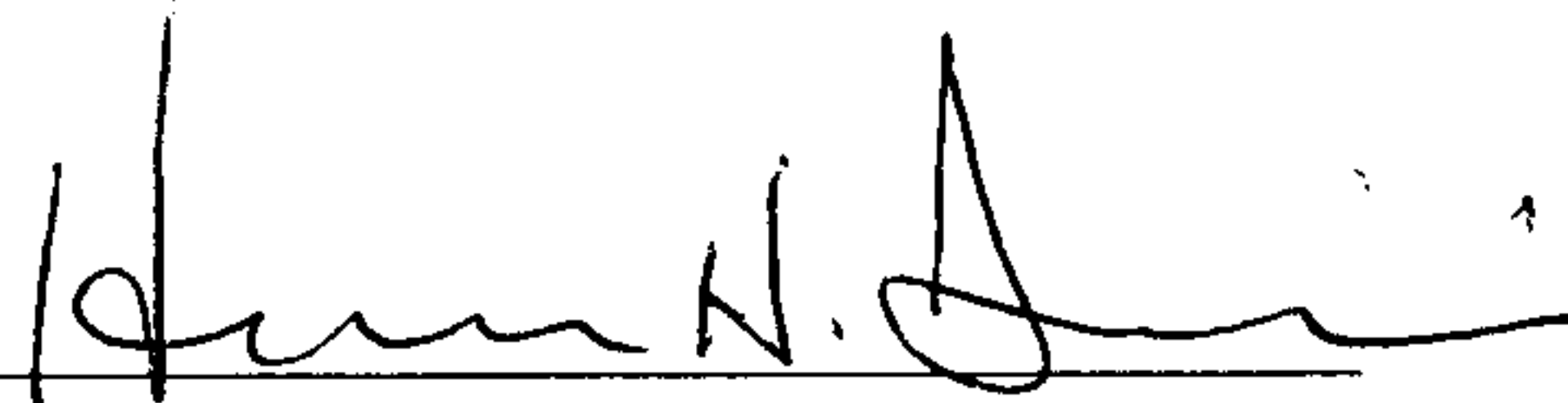
THIS CONVEYANCE DOES NOT CONSTITUTE A MERGER OF INTEREST WITH ANY MORTGAGE(S) GIVEN BY THE GRANTOR UNDER WHICH THE GRANTEE OR ITS PREDECESSOR IN INTEREST IS MORTGAGEE, AND THE GRANTEE EXPRESSLY RESERVES ANY AND ALL RIGHTS UNDER ANY SUCH MORTGAGE(S), AND THE LIEN(S) OF SUCH MORTGAGE(S) SHALL NOT BE SATISFIED, RELEASED, OR AFFECTED IN ANY WAY BY THE DELIVERY OR RECORDING OF THIS DEED. THIS CONVEYANCE DOES NOT CONSTITUTE AN EQUITABLE MORTGAGE.

IN TESTIMONY OF All which the Grantor has hereunto set its hand and seal on this the day and year first above written.



20100826000274610 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
08/26/2010 10:33:37 AM FILED/CERT

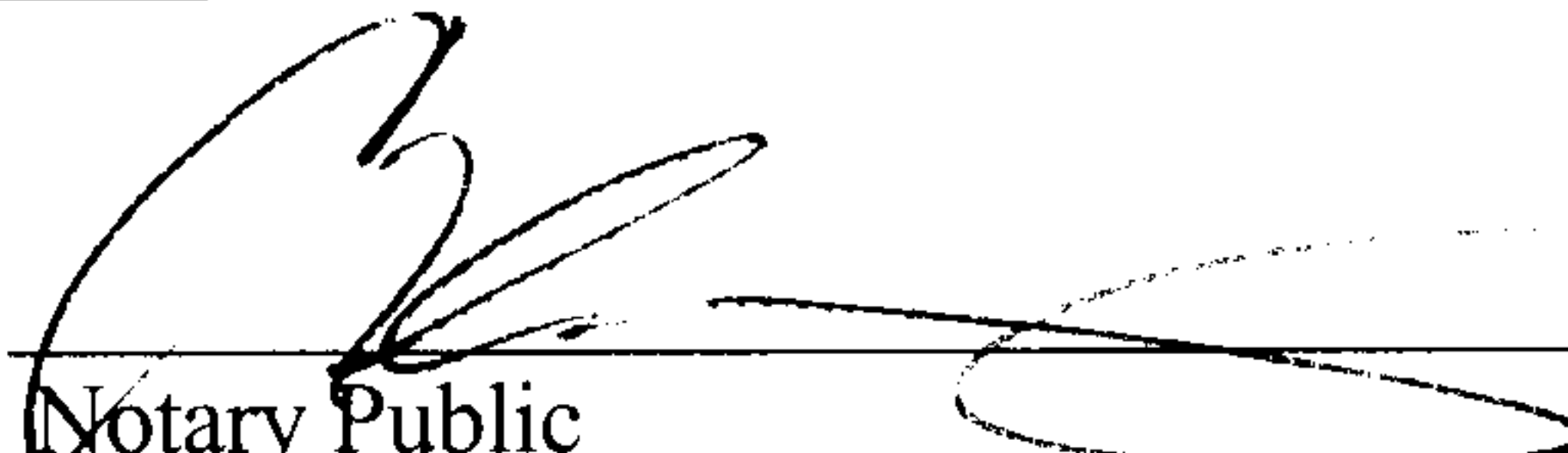
Cena Homes, Inc.

By: 
Hassan H. Dariani
Its: President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Hassan H. Dariani, whose name as President of Cena Homes, Inc., an Alabama Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, he as such office and with full authority executed the same for and as the act of said corporation.

Given under my hand and official seal, this 13th day of August, 2010.


Notary Public
Commission Expires: 6-5-2011

This instrument prepared by:

Gary P. Wolfe
Wolfe, Jones, Wolfe, Hancock & Daniel, L.L.C.
905 Bob Wallace Avenue
Huntsville, Alabama 35801

