

This instrument prepared by:
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#2 Metroplex Drive, Suite 102
Birmingham, Alabama 35209

Send tax notice to:
Alamerica Bank
2170 Highland Avenue, Suite 150
Birmingham, AL 35205


STATE OF ALABAMA)
)
SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AQUINAS MANAGEMENT, LLC, an Alabama limited liability company ("Grantor,"), does hereby grant, bargain, sell, and convey unto ALAMERICA BANK ("Grantee"), all that property situated in Shelby County, Alabama, as more particularly described in Exhibit A, which is attached hereto and made a part hereof.

This is a deed in lieu of foreclosure, given as a result of Grantor's request that the Grantee accept such deed, and constitutes Grantor's free and voluntary act. This deed and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of ALABAMA CODE §§ 35-10-50 and 35-10-51 (1975). Without limiting the foregoing, this deed shall have the effect of transferring absolute title to the above-described property to Grantee free of any statutory or equitable right of redemption in the Grantor or anyone claiming by or through Grantor. It is the further intention of the parties that the lien created by that certain Mortgage (the "Mortgage") from Grantor to Grantee, dated September 28, 20078, and recorded in Instrument Number 20071001000457420, in the Office of Probate of Shelby County, Alabama, will not merge into the fee title acquired by the Grantee pursuant to this deed and shall remain in full force and effect, unaffected by this conveyance. No such merger will occur until such time as the Grantee executes a written instrument specifically effecting such merger or releasing the Mortgage and duly records the same or until such time as Grantee forecloses the Mortgage. Notwithstanding any provision to the contrary herein, this deed shall not impair the recourse liability of Grantor and any guarantor for payment of the loan secured by the Mortgage, except to the extent set forth in the closing statement between the parties.

TO HAVE AND TO HOLD to Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantor does for Grantor, Grantor's successors and assigns, covenant with Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of said real estate, that Grantor is free and clear from all encumbrances whatsoever created by, from, through or under Grantor, and that Grantor will forever warrant and


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defend the same, with the appurtenances thereunto belonging, unto Grantee, its successors and assigns forever, against all lawful claims of all persons, claiming by, through or under Grantor, except as hereinabove stated. Grantor waives any claims against Grantee resulting from this transaction and the loan transaction giving rise to the same and warrants that this deed and loan documents between the parties and guarantor (if any) are in full force and effect and enforceable in accordance with their terms.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed-in-Lieu, on the 15 day of September, 2010.

"GRANTOR:"

**AQUINAS MANAGEMENT, LLC,
an Alabama limited liability company**

By: Terry M. Habshey
Terry M. Habshey
Chief Executive Manager

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Terry M. Habshey, whose name as Chief Executive Manager of AQUINAS MANAGEMENT, LLC, 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 chief executive manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date. Given under my hand and official seal this 15 day of September, 2010.

Loriel A. Wood
Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES: Aug 17, 2014
ISSUED THRU NOTARY PUBLIC UNDERWRITERS



EXHIBIT A

Lots 1, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10, and 11 and any and all Common Area, according to the map or survey of Old Town Market Place, as recorded in Map Book 38, Page 130, in the Probate Office of Shelby County, Alabama.

Together with the following described property:

BEGIN AT THE SOUTHEAST MOST CORNER OF A RESURVEY OF OLD TOWN MARKET PLACE AS RECORDED IN MAP BOOK 38, PAGE 130, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA. THENCE N 87°31'26" W, FOR A DISTANCE OF 18.78', THENCE N 87°08'47" W FOR A DISTANCE OF 11.27 TO THE POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1475.00' SAID CURVE HAVING A CHORD DISTANCE OF 72.53' WITH A CHORD BEARING OF N 85°44'15" W, FOLLOW ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 72.54', THENCE N 84°19'43" W FOR A DISTANCE OF 181.93', THENCE N 5°40'17" E FOR A DISTANCE OF 99.29', THENCE N 84°19'49" W FOR A DISTANCE OF 162.30', THENCE N 6°44'12" E FOR A DISTANCE OF 43.79', THENCE S 53°45'10" E FOR A DISTANCE OF 11.21', THENCE S 75°07'39" E FOR A DISTANCE OF 25.36', THENCE S 64°55'18" E FOR A DISTANCE OF 19.88', THENCE S 60°34'42" E FOR A DISTANCE OF 17.15', THENCE S 77°00'30" E FOR A DISTANCE OF 15.33', THENCE S 84°17'27" E FOR A DISTANCE OF 26.95', THENCE S 82°52'36" E FOR A DISTANCE OF 15.44', THENCE S 85°05'17" E FOR A DISTANCE OF 49.53', THENCE N 77°28'27" E FOR A DISTANCE OF 14.07', THENCE N 84°49'31" E FOR A DISTANCE OF 19.25', THENCE N 48°57'07" E FOR A DISTANCE OF 142.30', THENCE N 59°08'10" E FOR A DISTANCE OF 50.13', THENCE N 52°38'53" E FOR A DISTANCE OF 49.87', THENCE N 39°03'10" E FOR A DISTANCE OF 3.57', THENCE S 3°18'44" E FOR A DISTANCE OF 297.94' TO THE POINT OF BEGINNING.



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