

Send Tax Notice to:  
SouthFirst Bank  
126 North Norton Avenue  
Sylacauga, Alabama 35150  
Attention: Sandra H. Stephens

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 the Grantee herein under that certain promissory note dated April 16, 2008, executed by Mechelle B. Finn, Edgar W. Finn, Staci B. Ballard, and Royce Ballard to SouthFirst Bank-Sylacauga (together with any and all amendments thereto and renewals thereof at any time made and as assigned as hereinafter provided, the "Note"), that certain Real Estate Mortgage executed by Mechelle B. Finn, a married woman, Kim B. Wash, a single woman, and Staci B. Ballard, a married woman, to First Federal of the South-Sylacauga, now known as SouthFirst Bank, dated April 4, 2005, and filed for record in the Probate Office of Shelby County, Alabama (the "Recording Office") on April 6, 2005, in Document No. 20050406000161210 (the "1st Mortgage"), and that certain Real Estate Mortgage executed by Mechelle B. Finn, a married woman, Kim B. Dudley, a married woman, and Staci B. Ballard, a married woman, to SouthFirst Bank-Sylacauga, dated April 16, 2008, and filed for record in the Recording Office on April 18, 2008, in Document No. 20080418000159370, and corrected by Scrivener's Affidavit dated May 6, 2008, recorded in the Recording Office on May 6, 2008, in Document No. 20080506000186000 (as so corrected, the "2nd Mortgage"; the 1st Mortgage and the 2nd Mortgage being herein sometimes referred to each singularly as a "Mortgage" and collectively as the "Mortgages"); 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, Mechelle B. Finn, a married woman, Kim B. Dudley, a married woman, formerly known as Kim B. Wash, and Staci B. Ballard, a married woman (herein referred to each singularly as a "Grantor" and collectively as "Grantors"), do hereby grant, bargain, sell and convey unto SouthFirst Bank, a federal savings association (herein referred to as "Grantee"), all of Grantors' right, title and interest in and to the hereinafter described real estate situated in Shelby County, Alabama, which said real estate is described as follows:

Commence at the Southwest Corner of Section 11, Township 20 South, Range 3 West; thence run easterly along the south boundary of said Section 11 for 528.00 feet to the point of beginning of the parcel herein described; thence continue easterly along said south boundary of said Section 11 for 2114.56 feet to the Southeast corner of the Southwest 1/4 of Section 11, Township 20 South, Range 3 West; thence turn a deflection angle of 91 degrees 31 minutes 28 seconds to the left and run northerly along the east boundary of said Southwest 1/4 and along the west boundary of the Cedar Cove Subdivision for 1580.70 feet; thence turn a deflection angle of 64 degrees 51 minutes to the left and run northwesterly along



the south boundary of property owned by the State of Alabama for 310.49 feet; thence turn a deflection angle of 92 degrees 36 minutes 15 seconds to the left and run along a southeasterly boundary of said State property a distance of 751.83 feet; thence turn a deflection angle of 111 degrees 20 minutes to the right and run along a southwesterly boundary of said State property for 601.46 feet; thence turn a deflection angle of 5 degrees 14 minutes 26 seconds to the right and run 124.98 feet; thence continue in the same direction along a curve to the left, having a radius of 958.39 feet and a central angle of 11 degrees 54 minutes 49 seconds for an arc distance of 199.28 feet to the end of said curve; thence continue in the same direction, tangent to said curve, for 240.03 feet; thence continue in the same direction along a curve to the left, having a radius of 599.18 feet and a central angle of 18 degrees 57 minutes for an arc distance of 198.17 feet; thence continue in the same direction, tangent to said curve, for 304.76 feet to the point of intersection with the east right-of-way line of Alabama Highway 261; thence turn a deflection angle of 85 degrees 31 minutes 08 seconds to the left and run along said right-of-way for 20.00 feet; thence turn a deflection angle of 90 degrees to the right and run along said right-of-way for 10.00 feet; thence turn a deflection angle of 90 degrees to the left and continue along said right-of-way for 81.09 feet; thence turn a deflection angle of 94 degrees 28 minutes 52 seconds to the left and leaving said right-of-way run 322.63 feet; thence continue in same direction along a curve to the right, having a radius of 499.18 feet and a central angle of 18 degrees 57 minutes for an arc distance of 165.10 feet to the end of said curve; thence continue in the same direction, tangent to said curve, for 240.03 feet; thence continue in the same direction along a curve to the right, having a radius of 858.39 feet and a central angle of 11 degrees 54 minutes 49 seconds for an arc distance of 178.49 feet; thence continue in the same direction, tangent to said curve, for 131.45 feet; thence turn a deflection angle of 79 degrees 20 minutes 42 seconds to the right and run 1671.26 feet to the point of beginning. Said parcel is lying in the Southwest 1/4, Section 11, Township 20 South, Range 3 West.

LESS AND EXCEPT the following described property, to-wit: Commence at the Southwest corner of Section 11, Township 20 South, Range 3 West and run East along the South line 1109.56 feet, thence turn left 97 degrees 23 minutes 04 seconds for a distance of 104.87 feet to the point of beginning of the parcel; thence continue along previously described course 100 feet; thence turn right 90 degrees 00 minutes for a distance of 100 feet; thence turn right 90 degrees 00 minutes for a distance of 100 feet; thence angle right 90 degrees 00 minutes for a distance of 100 feet to the point of beginning.

This deed is given in lieu of foreclosure of those certain Mortgages referred to hereinabove and is executed by each of the aforementioned Grantors.

It is understood and agreed that the lien and title of the Mortgages 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



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Shelby Cnty Judge of Probate, AL  
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Grantee shall be subrogated to, or shall be considered to have retained, all of Grantee's lien, title, and rights under the Mortgages, and the indebtedness secured thereby, and, in any such event, said Grantee shall have the right to proceed to a foreclosure of the Mortgages 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 liens into the fee of the property in the event the mortgage liens are necessary to protect the Grantee therein from intervening claims or liens of third persons, which were junior to the liens of the Mortgages, or either of them.

And the Grantors do, for themselves and their respective heirs and assigns, covenant with the said Grantee that Grantors are lawfully seized of said premises in fee simple; that said premises are free from all encumbrances except as hereinabove stated; that Grantors have a good right to sell and convey the same as aforesaid; and that Grantors will, and their respective heirs 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.

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

NOTE: The real estate herein conveyed is not the homestead of any of the Grantors or their spouses.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SEPARATE GRANTOR SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the Grantors have hereunto set their signatures and seals this  
the 31<sup>ST</sup> day of August, 2010.

GRANTOR:

Mechelle B Finn (SEAL)  
Mechelle B. Finn

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify  
that Mechelle B. Finn, whose name is signed to the foregoing conveyance, and who is known to  
me, acknowledged before me on this day that, being informed of the contents of said  
conveyance, she executed the same voluntarily as of the day the same bears date.

Given under my hand and seal on this 31<sup>ST</sup> day of August, 2010.

[Signature] (SEAL)  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**My Commission Expires 10/04/11**

[GRANTOR SIGNATURES CONTINUED ON NEXT PAGE]

20100929000321130 5/6 \$32.00  
Shelby Cnty Judge of Probate, AL  
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GRANTOR:

Kim B. Dudley (SEAL)  
Kim B. Dudley, formerly known as Kim B. Wash

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kim B. Dudley, formerly known as Kim B. Wash, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily as of the day the same bears date.

Given under my hand and seal on this 31<sup>st</sup> day of August, 2010.

Myra Duke (SEAL)  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
**My Commission Expires 10/04/11**

[GRANTOR SIGNATURES CONTINUED ON NEXT PAGE]

GRANTOR:

Staci B. Ballard (SEAL)  
Staci B. Ballard

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Staci B. Ballard, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily as of the day the same bears date.

Given under my hand and seal on this 31<sup>ST</sup> day of August, 2010.

[Signature] (SEAL)  
NOTARY PUBLIC  
My Commission Expires: My Commission Expires 10/04/11

This Instrument Prepared By:  
Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
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Birmingham, Alabama 35255-5727  
(205) 930-5132