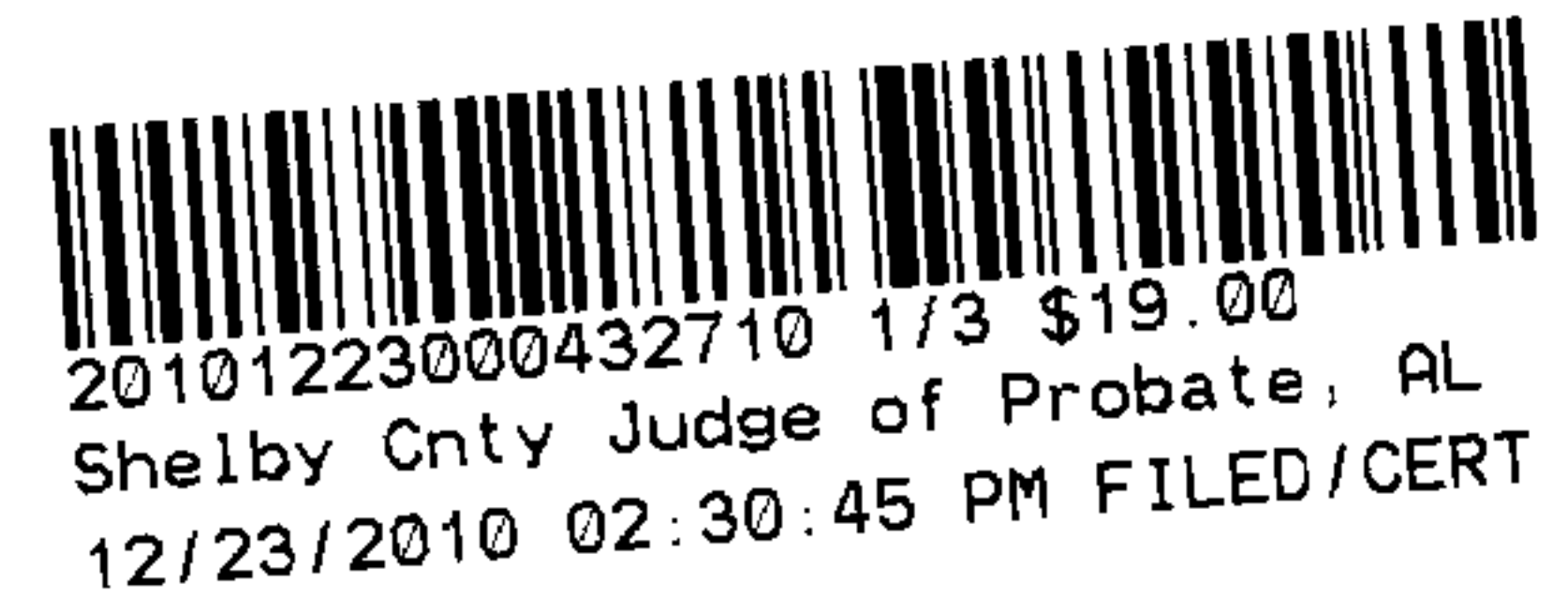


This instrument prepared by:
Colleen E. McCullough, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, AL 35255

Send Tax Notice to:
Trustmark National Bank
201 Country Place Parkway Drive
Pearl, MS 39208

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 Jeremy Trepagnier and Brooke Trepagnier, husband and wife, to Mortgage Professionals, Inc., a Alabama Corporation, dated the 5TH day of August 2005, and recorded in Instrument Number 20050809000406490, in the Probate Office of Shelby County, Alabama; further transferred and assigned to Trustmark National Bank in Instrument Number 20050809000406500 in the aforementioned Probate office; 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, Jeremy Trepagnier and Brooke Trepagnier, husband and wife, (herein referred to as "Grantors"), do grant, bargain, sell and convey unto Trustmark National Bank (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 127, according to the Final Plat of Stonecreek, Phase 2, as
recorded in Map Book 34, Page 11 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 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.

Grantors 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 Grantors 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 Jeremy Trepagnier and Brooke Trepagnier have hereunto set signature and seal this the 9th day of November, 2010.


Jeremy Trepagnier

STATE OF Louisiana)
~~COUNTY~~ OF St. Charles)
Parish

Parish

I, the undersigned, a Notary Public in and for said ~~County~~ in said State, hereby certify Jeremy Trepagnier, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 9th day of November, 2010.


NOTARY PUBLIC

My Commission Expires: June, 2012 B.F.

1742878



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Shelby Cnty Judge of Probate, AL
12/23/2010 02:30:45 PM FILED/CERT



OFFICIAL SEAL
BRENDA M. FOLSE
NOTARY PUBLIC, No. 80954
STATE OF LOUISIANA

My commission Expires at death.

Brooke Trepagnier
Brooke Trepagnier

STATE OF Louisiana)
~~COUNTY~~ OF St. Charles)
Parish

Parish

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

Given under my hand and seal on this 9th day of November, 2010.

Brenda M. Folse
NOTARY PUBLIC

My Commission Expires: June, 2012 B.F.



OFFICIAL SEAL
BRENDA M. FOLSE
NOTARY PUBLIC, No. 80954
STATE OF LOUISIANA

My commission Expires at death.



20101223000432710 3/3 \$19.00
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