

STATE OF ALABAMA

SHELBY COUNTY

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WARRANTY DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Rollamark Homes, L.L.C., an Alabama limited liability company, (“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 (the "Property"); and

WHEREAS, the Grantor has heretofore executed and delivered to Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank (“Synovus Bank”) the following mortgage on the Property:

- Mortgage dated June 28, 2007, recorded at Instrument #20070914000431690 in the Probate Office of Shelby County, Alabama, as amended by Partial Release dated December 14, 2010, recorded in the aforesaid probate office at Instrument #20101221000427910


(the "Mortgage"); and

WHEREAS, the Grantor has agreed to convey the Property to Synovus Bank in consideration of a credit by Synovus Bank to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantor and Synovus Bank have mutually agreed upon a fair and equitable price for the Property; and

WHEREAS, Synovus Bank by the acceptance of this Deed, shall in consideration thereof, credit a portion of the indebtedness secured by the Mortgage as follows against the outstanding balance owing on said Mortgage; and

WHEREAS, the conveyance of the Property and the execution of this Deed for the consideration herein described have been approved by the Grantor.

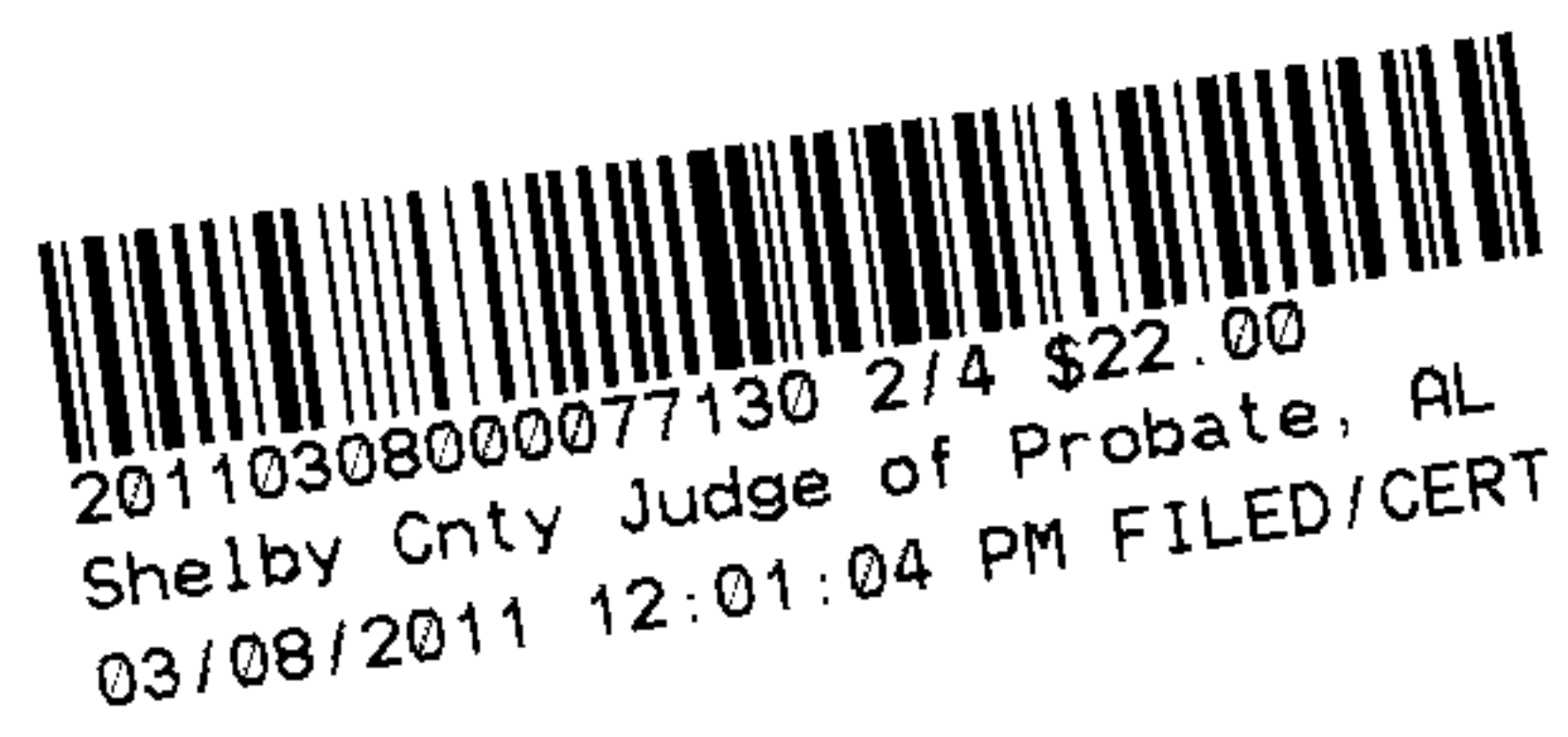

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Shelby Cnty Judge of Probate, AL
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NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) cash in hand paid to the Grantor by Synovus Bank, the receipt of which the Grantor hereby acknowledges, and the aforesaid agreement of Synovus Bank to credit on the indebtedness secured by the Mortgage an amount equal to \$70,000.00, the Grantor, Rollamark Homes, L.L.C., does hereby GRANT, BARGAIN, SELL, and CONVEY unto Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with First Commercial Bank, all of that certain real property situated in Shelby County, Alabama and more particularly described in Exhibit A attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

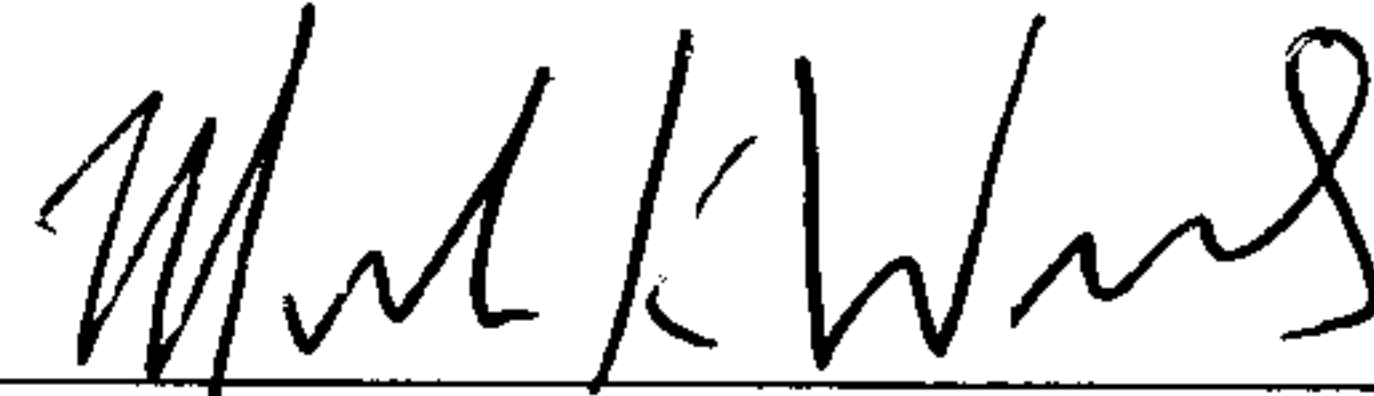
TO HAVE AND TO HOLD to Synovus Bank, its successors and assigns, in fee simple forever.

The Grantor covenants with Synovus Bank that it is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage; and that the Grantor will forever warrant and defend the title to the Property to Synovus Bank, its successors and assigns, forever. The Grantor further covenants with Synovus Bank that it is member managed and that the undersigned is the Grantor's sole member. All covenants and agreements made herein shall bind the Grantor and its successors and assigns.

It is understood and agreed that the lien and title of the Mortgage 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 for any particular reason, or in the event of the setting aside of this conveyance in any proceedings instituted under the Bankruptcy Code, Synovus Bank shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the notes secured thereby, and in any such event Synovus Bank shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed.



IN WITNESS WHEREOF, the undersigned Rollamark Homes, L.L.C., has caused this instrument to be executed effective as of the 3rd day of ^{March}~~February~~, 2011.



Mark K. Weeks, Sole Member
Rollamark Homes, L.L.C.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mark K. Weeks, whose name as the Sole Member of Rollamark Homes, L.L.C. 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 executed the same voluntarily for and on behalf of said limited liability company.

Given under my hand and official seal this the 3rd day of March, 2011.



Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: ~~Apr 18, 2013~~
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This document prepared by

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EXHIBIT A TO DEED IN LIEU

LEGAL DESCRIPTION OF PROPERTY

Lots 1025 and 1027, according to the final plat of Glengerry at Ballantrae Phase 2, as recorded in Map Book 38, Page 118, in the Probate Office of Shelby County, Alabama.


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