

Send Tax Notice to:
Frontier Bank
43 North Broadway Avenue
Sylacauga, Alabama 35150


20110316000084740 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
03/16/2011 08:28:17 AM FILED/CERT

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 September 9, 2005, executed by RollaMark Homes, LLC, in favor of Frontier Bank (together with any and all modifications and amendments thereto and renewals thereof at any time made, the "Note") and that certain Mortgage and Security Agreement: Open-End Credit with Future Advances, executed by the said RollaMark Homes, LLC, in favor of Frontier Bank dated September 9, 2005, and filed for record on October 7, 2005, in Instrument No. 20051007000523750 in the Probate Office of Shelby County, Alabama (the "Mortgage"); and in further consideration of the sum of One Dollar (\$1.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, **ROLLAMARK HOMES, LLC**, an Alabama limited liability company (herein referred to as "Grantor"), does hereby grant, bargain, sell and convey unto **FRONTIER BANK**, a Georgia banking corporation (herein referred to as "Grantee"), all of Grantor's 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:

Lot 916, according to the Plat of Carnoustie Crest at Ballantrae, Phase I, as recorded in Map Book 35, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama.

This deed is given in lieu of foreclosure of that certain Mortgage referred to hereinabove and is executed by the aforementioned Grantor.

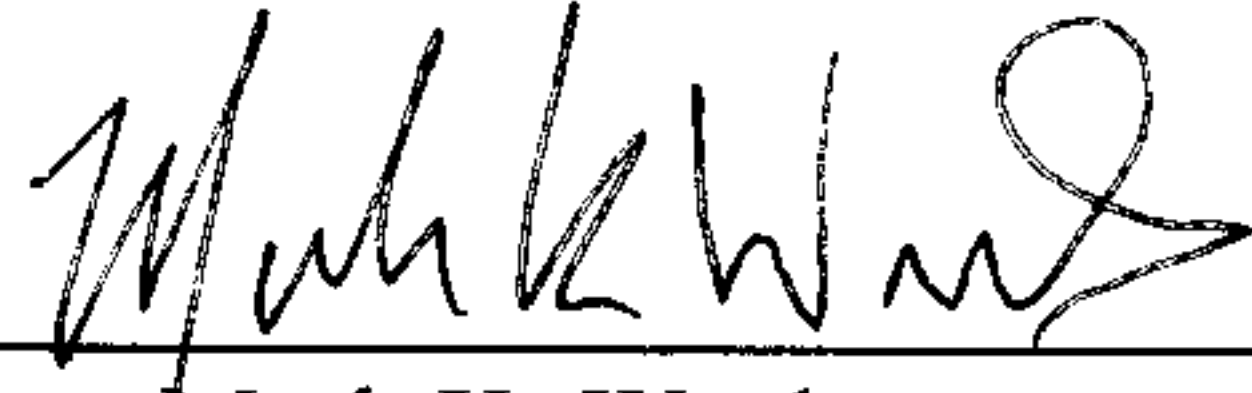
It is understood and agreed that the lien and title of the Mortgage referred to hereinabove shall be merged in the title hereby conveyed ONLY in the event of the full effectiveness of this conveyance, according to the terms and provisions expressed herein, and that, if, for any reason, this conveyance 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 Grantor's 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 Grantor, 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 herein from intervening claims or liens of third persons, which were junior to the lien of the Mortgage.

And the Grantor does, for itself and its successors and assigns, covenant with the said Grantee that Grantor is lawfully seized of said premises in fee simple; that said premises are free from all encumbrances except as hereinabove stated; that Grantor has a good right to sell and convey the same as aforesaid; and that Grantor will, and Grantor's 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.

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

IN WITNESS WHEREOF, the Grantor has hereunto set its signature and seal, by and through its duly authorized representative, this the 14th day of March, 2011.

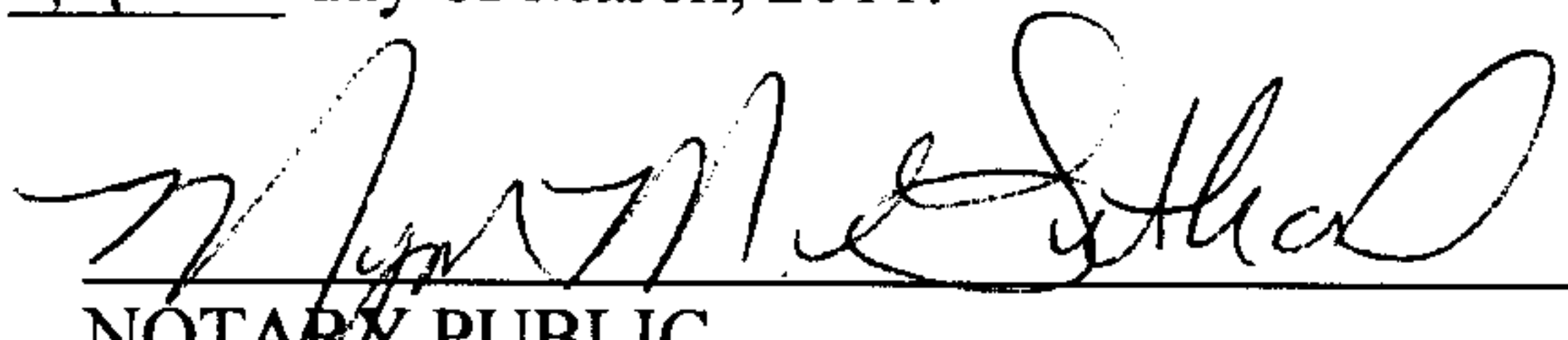
ROLLAMARK HOMES, LLC

By:  (SEAL)
Name: Mark K. Weeks
Title: Managing Member

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark K. Weeks, whose name as Managing Member of RollaMark Homes, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal on this 14th day of March, 2011.

 (SEAL)
NOTARY PUBLIC
My Commission Expires: _____

This Instrument Prepared By:

Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
P. O. Box 55727
Birmingham, Alabama 35255-5727
Telephone: (205) 930-5132

Morgan Guthas
Notary Public-State at Large
Alabama
Commission Expires June 4, 2011


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