



20110429000129630 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
04/29/2011 11:48:32 AM FILED/CERT

This conveyance prepared without the benefit of current survey. Attorney makes no representations as to the legal description of this property.

This instrument was prepared by:  
Wm. Randall May  
Allison, May & Kimbrough, L.L.C.  
P. O. Box 380275  
Birmingham, AL 35238

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### Deed in Lieu of Foreclosure

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**STATE OF ALABAMA )**  
**COUNTY OF SHELBY )**

**KNOW ALL MEN BY THESE PRESENTS,**

This conveyance made and entered into this the 26<sup>th</sup> day of April,  
2011, by and between the undersigned, Matthew E. Pardue and wife, Heather D. Pardue (hereinafter referred to as Grantor), and Ernest T. Regan, Jr. (hereinafter referred to as Grantee).

**WITNESSETH:**

THAT, WHEREAS, a mortgage was executed by Grantor/Mortgagor to Grantee/Mortgagee on March 12, 2009 to secure an indebtedness of Two Hundred Thirty Seven Thousand Five Hundred Dollars (\$237,500.00), which said indebtedness, with interest thereon at this date, amounts to the sum of Two Hundred Forty Seven Thousand Eight Hundred Sixty Dollars (\$247,860.00), and, whereas Grantor is also indebted to Grantee for certain unsecured debts, and,

WHEREAS, said secured and unsecured indebtedness is due and payable, and the Grantor is unable to pay same but is desirous of saving the expense of a foreclosure of said mortgage under the power of sale contained therein and the expense of collection litigation,

NOW, THEREFORE, for good and valuable consideration of the premises, and in further consideration of the sum of One Hundred Dollars (\$100.00), in hand paid to Grantor by the Grantee, the receipt whereof is hereby acknowledged, the Grantor has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee the following described property, situated in Shelby County, Alabama to wit:

**Lot 95, according to the Survey of Cameron Woods, 2<sup>nd</sup> Sector, as recorded in Map Book 30, Page 20, in the Probate Office of Shelby County, Alabama.**

Subject to:

1. Any taxes and assessments due and unpaid.
2. Recorded and unrecorded easements, restrictions, rights-of-way, overlaps and encroachments, if any, affecting the property.



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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywhere appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Ernest T. Regan, Jr. and unto his heirs and assigns, in fee simple.

It is agreed between the parties to this instrument that the same shall operate and have effect as though said mortgage had been foreclosed under the power contained in same and said unsecured debt to Ernest T. Regan, Jr. satisfied and the property herein described purchased by the said Ernest T. Regan, Jr., at and for the sum of One Hundred Dollars (\$100.00).

IN TESTIMONY TO ALL which the Grantor has hereunto set their hands and seals this the day and date first above written.

*Matthew E. Pardue*

Matthew E. Pardue

*Heather D. Pardue*

Heather D. Pardue

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matthew E. Pardue and Heather D. Pardue, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 26<sup>th</sup> day of April, 2011.

*Paul B. May*

Notary Public

My commission expires: 3-24-2013