

This document prepared by:

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GENERAL WARRANTY DEED IN LIEU OF FORECLOSURE

STATE OF ALABAMA)

COUNTY OF SHELBY)

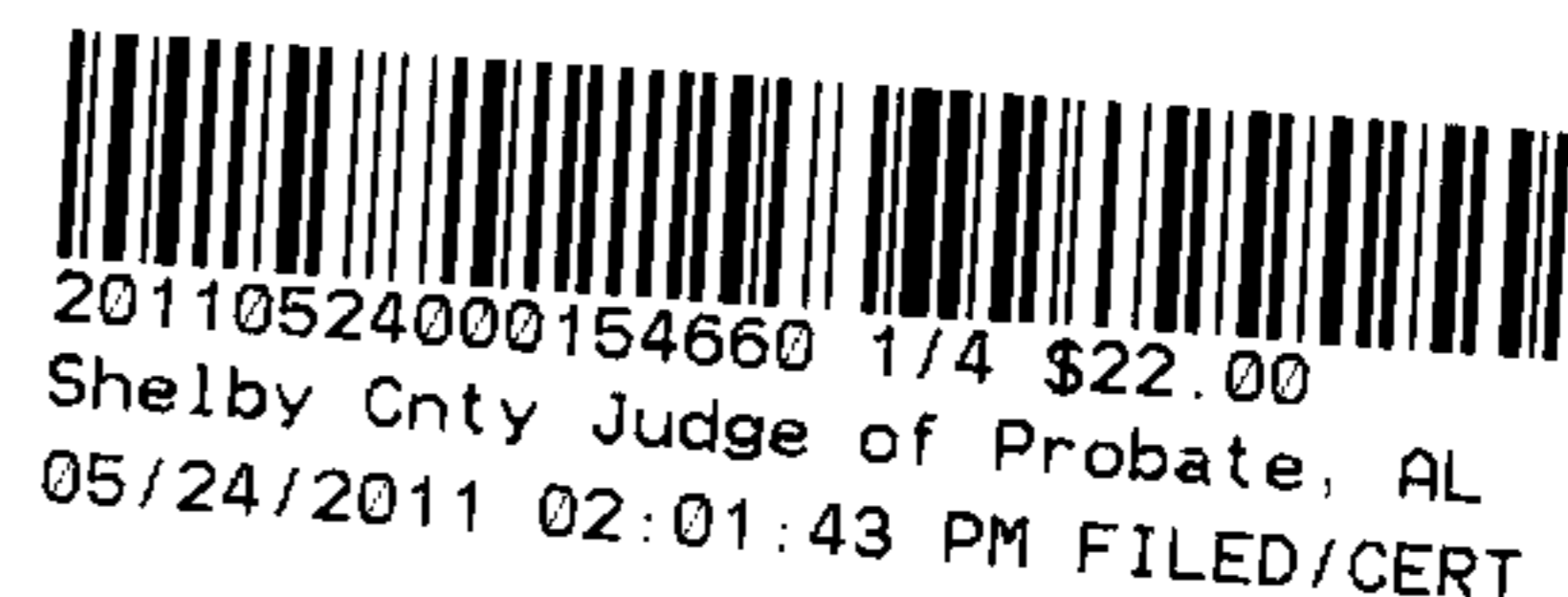
KNOW ALL MEN BY THESE PRESENTS, that in consideration of a release of any and all debt evidenced by that certain Promissory Note dated December 6, 2005, in the stated principal amount of \$117,082.50 executed by **SPRATLIN CONSTRUCTION CO., INC.**, an Alabama limited liability company ("**Grantor**"), in favor of Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, National Association (the "**Lender**"), and that certain Mortgage and Assignment of Rents dated December 6, 2005, executed by Grantor in favor of Lender, and recorded on December 16, 2005, in the Office of the Judge of Probate of Shelby County, Alabama (the "**Recording Office**"), as Instrument No. 20051216000651770 (the "**Mortgage**"), which Mortgage was transferred and assigned to **REDUS ALABAMA, LLC**, a Delaware limited liability company ("**Grantee**"), by that certain Assignment of Mortgage dated March 30, 2011, recorded in the Recording Office on 5/24/11 at Instrument No. 20110524000154650 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor does hereby grant, bargain, sell and convey unto the Grantee, all that certain property situated in Shelby County, Alabama, as more particularly described below (the "**Property**"):

SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED
HEREIN

TOGETHER WITH all buildings, structures, improvements and fixtures of every nature whatsoever situated on the Property or in anywise appertaining and all right, title and interest of the Grantor in and to any and all roads, alleys and ways bounding the Property.

Subject to:

1. Real estate taxes and general and special assessments which are not due and payable as of the Closing Date;

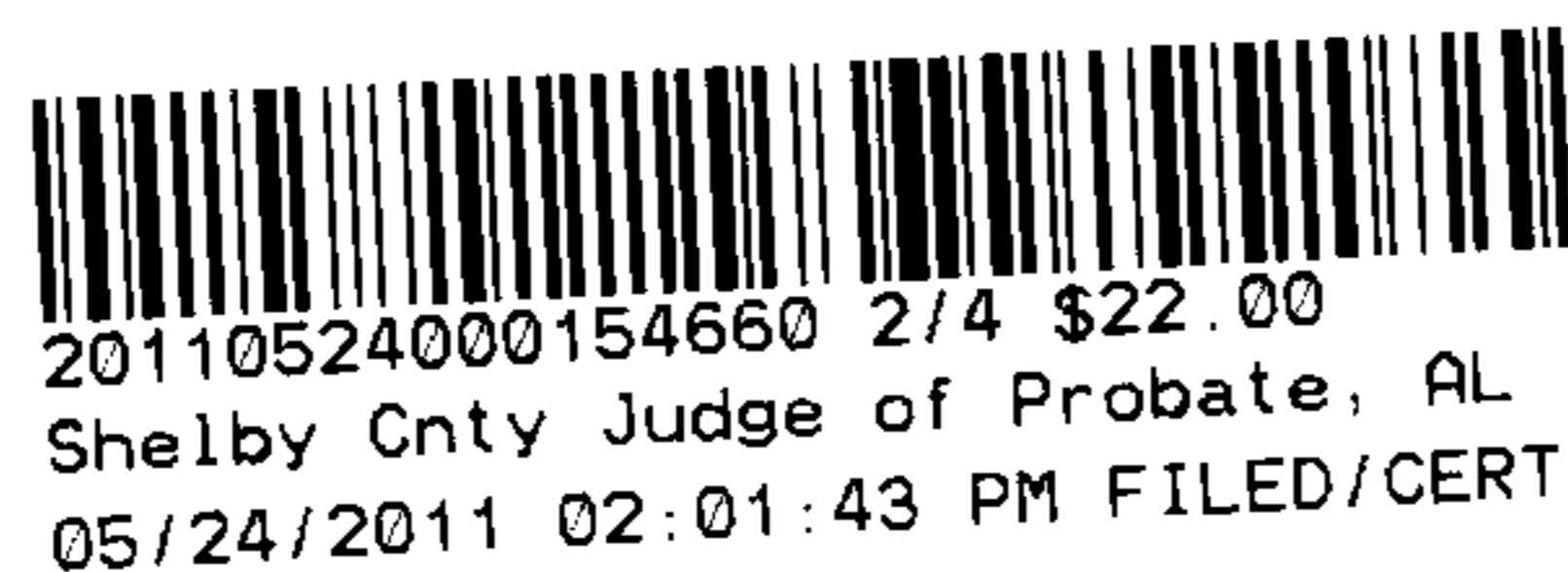


PROVIDED, HOWEVER, that this instrument constitutes and shall be construed as a deed in lieu of foreclosure, it being the intention of Grantor and Grantee that this Deed in Lieu of Foreclosure, and the effect of the conveyance evidenced hereby, shall be governed by and interpreted in accordance with the provisions of Alabama Code §§ 35-10-50 and 51. Without limiting the generality of the foregoing sentence, Grantor and Grantee agree that this Deed in Lieu of Foreclosure shall have the effect of transferring title to the Property to Grantee free of any statutory or equitable right of redemption in Grantor, or anyone claiming by or through Grantor.

FURTHER PROVIDED, HOWEVER, that it is the intent of Grantor and Grantee that (a) the interests of Grantor conveyed to Grantee hereunder and the interest of Grantee existing under the Mortgage shall not merge upon or after the transfer of this Deed in Lieu of Foreclosure, (b) the Mortgage shall continue in full force and effect and shall remain as a first priority lien against the Property notwithstanding the transfer of the Property to Grantee, and (c) Grantee shall retain the right to foreclose on the Property after the transfer of this Deed in Lieu of Foreclosure but agrees, subject to the terms of the Agreement, not to seek a judgment for deficiency against Grantor.

TO HAVE AND TO HOLD to Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that it is lawfully seized in fee simple of the Property, that the Property is free from all encumbrances except those matters set forth above, that it has good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall warrant, and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

(Signature appears on the following page.)



IN WITNESS WHEREOF, the Grantor has set its signature to this General Warranty Deed in Lieu of Foreclosure on this the 18th day of May, 2011.

GRANTOR:

**SPRATLIN CONSTRUCTION CO.,
INC.**, an Alabama corporation

By: William F. Spratlin
Name: William F. Spratlin
Title: President

Attest: William F. Spratlin
Print Name: William F. Spratlin, Secretary of Spratlin Construction Co., Inc.

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William F. Spratlin, whose names are signed to the foregoing General Warranty Deed in Lieu of Foreclosure as President and Secretary, respectively, of **SPRATLIN CONSTRUCTION CO., INC.**, an Alabama corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Deed in Lieu of Foreclosure, as such officers and with full authority, executed the same voluntarily for and as the act of corporation on the day the same bears date.

Given under my hand on this the 18th day of May, 2011.

[Signature]
Notary Public
My Commission Expires: 6-5-2011

[AFFIX NOTARY SEAL]

NOTARY
PUBLIC
SHelby COUNTY

20110524000154660 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
05/24/2011 02:01:43 PM FILED/CERT

Exhibit A

Real Property

Lots 27, 33 and 38, according to the Survey of Chelsea Ridge Estates, 1st Sector, as recorded in Map Book 35 page 150 in the Probate Office of Shelby County, Alabama.



20110524000154660 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
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