## This Instrument Prepared Without Benefit of Survey By:

Burt W. Newsome Newsome Law, L.L.C. P.O. Box 382753 Birmingham, AL 35238 (205) 747-1970 201106220000182450 1/2 \$16.00 Shelby Cnty Judge of Probate, AL 06/22/2011 12:39:16 PM FILED/CERT

STATE OF ALABAMA

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SHELBY COUNTY

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## DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Two Hundred Sixty-Nine Thousand & No/100 (\$269,000.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor, C.G. Canter and Associates, Inc. (herein referred to as "Grantor"), does hereby grant, bargain, sell, and convey unto Renasant Bank (herein referred to as "Grantee"), all that certain property situated in Shelby County, Alabama, more particularly described as follows:

Lot 53, according to the Survey of Lake Forest, Sixth Sector, as recorded in Map Book 36, Page 35 A & B, in the Probate Office of Shelby County, Alabama.

This is a deed in lieu of foreclosure. It is the intention of the Grantor and the Grantee that this deed and the effect of the conveyance evidenced hereby, shall be governed by, and interpreted according to, the provisions of § 35-10-50 & 35-10-51, Code of Alabama (1975), as amended. Without limiting the generality of the foregoing sentence, the Grantor and Grantee agree that this deed shall have the effect of transferring absolute title to the above described property to the Grantee free of any statutory or equitable right of redemption in the Grantor or anyone claiming by or through the Grantor. It is the further intention of the Grantor and Grantee that the lien created by that certain Mortgage from Grantor to Grantee, dated March 15, 2007, and recorded on March 21, 2007, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument #20070321000129250, will not merge into the fee title acquired by the Grantee pursuant to this deed. No such merger will occur until such time as the Grantee executes a written instrument specifically effecting such merger or releasing said Mortgage and duly records the same.

To have and to hold to Grantee, its successors and/or assigns forever, together with every contingent remainder and right of reversion. And Grantor does for itself, its successors, heirs and/or assigns, covenant with Grantee, its successors and/or assigns, that it is lawfully seized in fee simple of said real estate, that it is free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors, heirs and/or assigns shall, warrant and defend the same to the Grantee, its successors and/or assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the day of , 2011.

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C.G. CANTER AND ASSOCIATES, INC.

BY:

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STATE OF ALABAMA §
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COUNTY OF S
I, the undersigned authority, a Notary Public in and for said County in said State, hereby
certify that
Canter and Associates, Inc. whose name is signed to the foregoing conveyance, and who is
known to me, acknowledged before me on this day that, being informed of the contents of the
conveyance, has executed the same voluntarily.
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Given under my hand and seal this the 14 day of 1 e hi ruck 2011.
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Leedra 10 Clark
Notary Public (5.12.70.17
Notary Public  My Commission Expires: 10-13 2013

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Oct 13, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS