

THIS INSTRUMENT PREPARED BY:

Randolph H. Lanier
Balch & Bingham LLP
P. O. Box 306
Birmingham, Alabama 35201

SEND TAX NOTICE TO:

Cam Colvert
Compass Bank
REO - East Region
15 South 20th Street, 2nd Floor
Birmingham, AL 35233

STATE OF ALABAMA

DEED IN LIEU OF FORECLOSURE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, on or about April 28, 1998, AIG/Baker Partnership (now known as AIG Baker Partnership) executed and delivered to Compass Bank (the "Lender") a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (as amended, the "Mortgage") regarding real property located in Shelby County, Alabama and described on Exhibit A to the Mortgage (the "Mortgaged Property") to secure obligations owed by the Borrower to the Lender whether then existing or thereafter incurred;

WHEREAS, the Lender properly recorded the Mortgage at Instrument No. 1998-15501 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, in connection with an increase to the loan secured by the Mortgage (the "Loan"), the Loan and the obligations under the mortgage were assumed by AIG Baker Lee Branch, L.L.C. (the "Borrower"), and a portion of the Loan was guaranteed by AIG Baker Partnership (the "Guarantor");

WHEREAS, in connection with sales of parts of the Mortgage Property, Lender has released such parts from the Mortgage; however, the Borrower remains the fee simple owner of that portion of the Mortgaged Property particularly described on **Exhibit "A"** that is attached hereto and incorporated herein by reference (the "Real Property");

WHEREAS, the Borrower has agreed to convey the Real Property to Pinnacle Lee Branch Holdings LLC, an Alabama limited liability company and a wholly-owned subsidiary of Lender ("Pinnacle Holdings") as the nominee of Lender, pursuant to Alabama Code §§ 35-10-50, *et seq.*, in consideration of a credit by the Lender and Pinnacle Holdings to the indebtedness that is secured by the Mortgage;

WHEREAS, the Borrower, the Guarantor and the Lender have mutually agreed upon the amount of the credit and the Borrower and the Guarantor acknowledge that such credit is fair, equitable, beneficial and to the best interest of the Borrower and the Guarantor.

NOW, THEREFORE, in consideration of the premises and for credit against the indebtedness that is secured by the Mortgage, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Guarantor

(together, the “Grantors”) hereby grant, bargain, sell and convey unto Pinnacle Holdings the Real Property and improvements situated thereon, together with any and all rights of redemption, either statutory or equitable, of the Grantors with respect thereto, and together with all of Grantors' right, title and interest in and to any rights, benefits, privileges, leases, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto. The Grantors expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

This Deed in Lieu of Foreclosure is made and accepted expressly subject to (i) real property taxes and assessments affecting the Real Property, including, without limitation, any current ad valorem taxes not yet due and payable as well as any and all future real property taxes and assessments affecting the Real Property that may become due and payable, (ii) zoning, subdivision and other regulatory laws and ordinances affecting the Real Property, (iii) matters which would be disclosed by a current survey of the Real Property and (iv) easements, rights of way, limitations, conditions, covenants, restrictions, and all other matters of record.

THE REAL PROPERTY IS SOLD ON AN “AS IS” AND “WHERE IS” BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, STATUTORY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE REAL PROPERTY.

TO HAVE AND TO HOLD to Pinnacle Holdings, its successors and assigns, in fee simple forever.

This Deed in Lieu of Foreclosure, which is executed and delivered by the Borrower and the Guarantor in accordance with Alabama Code §§ 35-10-50, *et seq.* (1975), (1) transfers to Pinnacle Holdings all right, title and interest of the Borrower and the Guarantor in the Real Property, including, but not limited to, all rights of redemption, statutory or equitable; (2) does not affect a foreclosure of the Mortgage; (3) does not give rise to a statutory right of redemption in favor of the Borrower, the Guarantor or any other person; (4) does not result in a merger of the Lender's rights with the equity of redemption of the Borrower or the Guarantor for any purpose; and (5) does not affect the rights or interests of any person or entity other than those of the Borrower and the Guarantor as described herein.

The Mortgage remains in full force and effect and shall survive the delivery of this Deed in Lieu of Foreclosure.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Deed in Lieu of Foreclosure and set their hands and seals hereunto, effective as of the 21st day of July, 2011.

AIG BAKER LEE BRANCH, L.L.C.,
a Delaware limited liability company

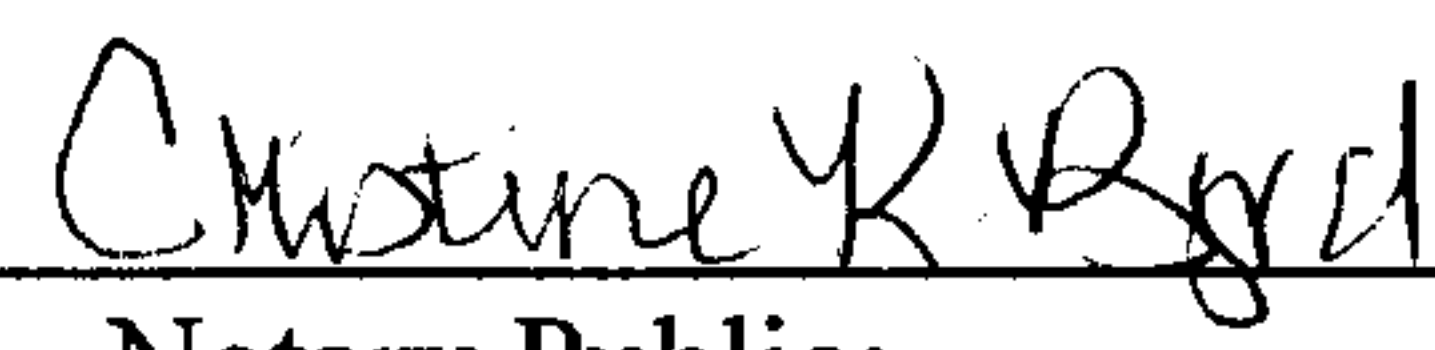
By: **AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C.,**
a Delaware limited liability company,
its sole member

By: 
Name: Alex D. Baker
Title: President

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned notary public in and for said county in said state, hereby certify that Alex D. Baker, whose name as President of AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C., a Delaware limited liability company, as the sole member of **AIG BAKER LEE BRANCH, L.L.C.**, a Delaware 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 such instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C., as the sole member of **AIG BAKER LEE BRANCH, L.L.C.**

Given under my hand the 19th day of July, 2011.


Notary Public:

[NOTARY SEAL]

My commission expires: 7-2-15



20110804000227350 4/6 \$34.00
Shelby Cnty Judge of Probate, AL
08/04/2011 09:00:44 AM FILED/CERT

AIG BAKER PARTNERSHIP,
a Delaware general partnership

By: **ALEX BAKER**
LIMITED PARTNERSHIP,
a Georgia limited partnership,
its general partner

By: **A.B. DEVELOPMENT, INC.,**
an Alabama corporation,
its general partner

By: 

Name: Alex D Baker

Title: President

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned notary public in and for said county in said state, hereby certify that Alex D Baker whose name as President of **A.B. Development, Inc.,** an Alabama corporation, as general partner of **Alex Baker Limited Partnership,** a Georgia limited partnership, as general partner of **AIG BAKER PARTNERSHIP,** a Delaware general partnership, 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 the instrument, (s)he, in such capacity, and with full authority, executed the same voluntarily for and as the act of A.B. Development, Inc., as general partner of Alex Baker Limited Partnership, as general partner of AIG BAKER PARTNERSHIP.

Given under my hand the 19th day of July, 2011.


Notary Public

[NOTARY SEAL]

My commission expires: 7-2-15

EXHIBIT A

20110804000227350 5/6 \$34.00
Shelby Cnty Judge of Probate, AL
08/04/2011 09:00:44 AM FILED/CERT

LOT 1 and a part of LOT 2, BIGLER'S SURVEY, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 8, Page 106; being more particularly described as follows:

Begin at the Northernmost corner of Lot 1 of Bigler's Resurvey, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 8, Page 106, said point being the point of intersection of the Northeasterly line of said Lot 1 and Southeasterly right-of-way line of Shelby County Highway #119; from said POINT OF BEGINNING run in a Southwesterly direction along the Southeasterly right-of-way line of Shelby County Highway #119 a distance of 113.10 feet to a point; thence $1^{\circ} 04' 50''$ to the right in a Southwesterly direction along the Southeasterly right-of-way line of Shelby County Highway #119 a distance of 304.76 feet to a point; said point being the Westernmost corner of said Lot 1 and the Northernmost corner of Lot 2 Bigler's Resurvey; thence $1^{\circ} 07' 04''$ to the right in a Southwesterly direction along the Northwesternly line of said Lot 2 and Southeasterly right-of-way line of Shelby County Highway #119 a distance of 255.36 feet to a point; thence $87^{\circ} 27' 13''$ to the left in a Southeasterly direction a distance of 2,221.44 feet to a point on the Southeasterly line of said Lot 2; thence $77^{\circ} 18' 17''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 2 a distance of 45.32 feet to a point; thence $10^{\circ} 08' 57''$ to the right in a Northeasterly direction along the Southeasterly line of said Lot 2 a distance of 97.96 feet to a point; thence $8^{\circ} 12' 45''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 2 a distance of 124.91 feet to a point said point being the Easternmost corner of said Lot 2 and the Southernmost corner of said Lot 1, Bigler's Resurvey; thence $1^{\circ} 39' 12''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 76.71 feet to a point; thence $1^{\circ} 51' 06''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 155.07 feet to a point; thence $5^{\circ} 29' 30''$ to the left in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 193.67 feet to a point; thence $6^{\circ} 31' 42''$ to the right in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 314.02 feet to Easternmost corner of said Lot 1; thence $108^{\circ} 37' 26''$ to the left in a Northwesternly direction along the Northeasterly line of said Lot 1 a distance of 398.35 feet a point; thence $1^{\circ} 31' 18''$ to the left in a Northwesternly direction along the Northeasterly line of said Lot 1 a distance of 1,271.98 feet to a point; thence $1^{\circ} 48' 14''$ to the right in a Northwesternly direction along the Northeasterly line of said Lot 1 a distance of 822.79 feet to the Northernmost corner of said Lot 1, said point being the POINT OF BEGINNING. The above described property containing 44.24 acres, more or less.



20110804000227350 6/6 \$34.00
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Rev. 4-19-11

(Exhibit A – continued)

All or a portion of the real property described above has been re-platted of record in Shelby County, Alabama as shown on the following plats or maps: (i) **Lee Branch Corporate Center**, as recorded in Map Book 26, Page 33, in the Probate Office of Shelby County, Alabama; (ii) **Amended Map of Lee Branch Corporate Center**, as recorded in Map Book 26, Page 109, in the Probate Office of Shelby County, Alabama; (iii) **1st Revision of the Amended Map of Lee Branch Corporate Center**, as recorded in Map Book 28, Page 58, in the Probate Office of Shelby County, Alabama; and (iv) **Resubdivision of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center**, as recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama (collectively, the **"Lee Branch Corporate Center Subdivision"**).

Conveyed by this deed are all portions of the property described by metes and bounds above which have NOT been platted of record as the Lee Branch Corporate Center Subdivision, if any, together with **Lots or Parcels 4A, 5A, 6, 7, 8, 10 and 11, and the private common areas (located between Parcels 5A and 7 and between Parcels 6 and 8) and the private roadway known as "Lee Branch Lane"**, as described or shown on the plat or map entitled "1st Revision of the Amended Map of Lee Branch Corporate Center", as recorded in Map Book 28, Page 58, in the Probate Office of Shelby County, Alabama.

Also conveyed by this deed is **Parcel 1B**, together with **the private roadway known as "Lee Branch Lane"**, as described or shown on the plat or map entitled "Resubdivision of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center", as recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama.

EXCLUDED FROM THIS DEED are (i) **Parcels 2A, 3A and 9**, according to the plat or map entitled "1st Revision of the Amended Map of Lee Branch Corporate Center", as recorded in Map Book 28, Page 58, in the Probate Office of Shelby County, Alabama; and (ii) **Parcel 2B**, according to the plat or map entitled "Resubdivision of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center", as recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama.