

THIS INSTRUMENT PREPARED BY:

James G. Henderson
Pritchard, McCall & Jones, LLC
505 North 20th Street
Suite 800
Birmingham, AL 35203

SEND TAX NOTICE TO:

ServisFirst Bank
850 Shades Creek Pkwy., Ste. 200
Birmingham, AL 35201-1508

STATE OF ALABAMA)

)

SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS , THAT:

WHEREAS, the undersigned, JAMES R. A. DRUM (the "Grantor"), whose wife is Kimberly DRUM, is the owner and record title holder of all that real property situated in Shelby County, Alabama, and hereinafter described and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has heretofore executed and delivered to ServisFirst Bank, (the "Grantee") that certain mortgage recorded in Instrument 20070215000070050, in the office of the Judge of Probate of Shelby County, Alabama; and that certain Modification of Mortgage recorded in Instrument 20080304000087800, in the office of the Judge of Probate of Shelby County, Alabama, (hereafter, collectively, the "Mortgage"), covering the Property; and

WHEREAS, Grantor has requested that it be permitted to, and has agreed to, convey the Property to Grantee in consideration of a credit in the amount of Five Hundred Ninety Four Thousand Six Hundred Fifty Five Dollars and 41/100 (\$594,655.41) by Grantee to Grantor from and against the indebtedness evidenced by that certain Promissory Note dated January 25, 2007 (Loan No.: 6218) in favor of Grantee by Grantor and secured by the Mortgage; and

WHEREAS, the Grantor and the Grantee have mutually agreed upon the credit and Grantor acknowledges that such credit and other considerations given to Grantor by Grantee are fair, equitable, beneficial and to the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Deed shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount



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Shelby Cnty Judge of Probate, AL
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of the indebtedness secured by the Mortgage, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto ServisFirst Bank, the following described real property situated in Shelby County, Alabama:

Lot 6, according to the Survey of Greystone Legacy, 5th Sector, Phase IV, as recorded in Map Book 33, Page 155, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

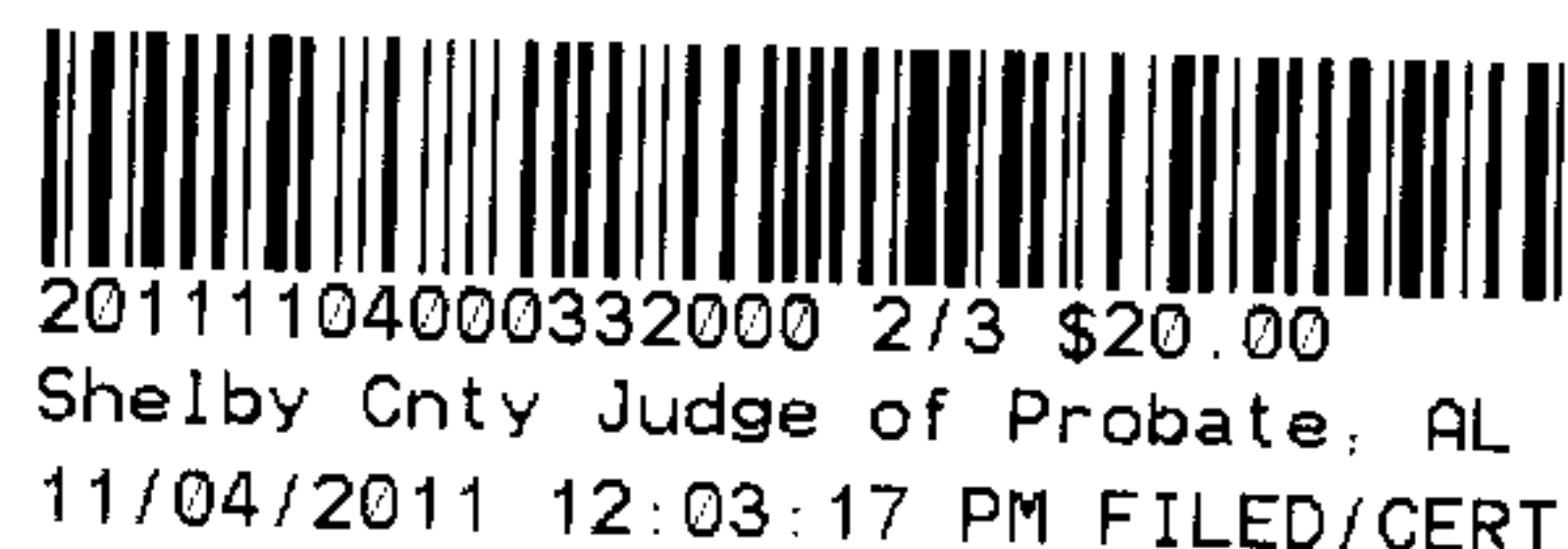
Together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to ServisFirst Bank, its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that he is the owner of the Property and has a good right to sell and convey the same; that the same is subject to the Mortgage recorded in the Probate Office of Shelby County, Alabama.

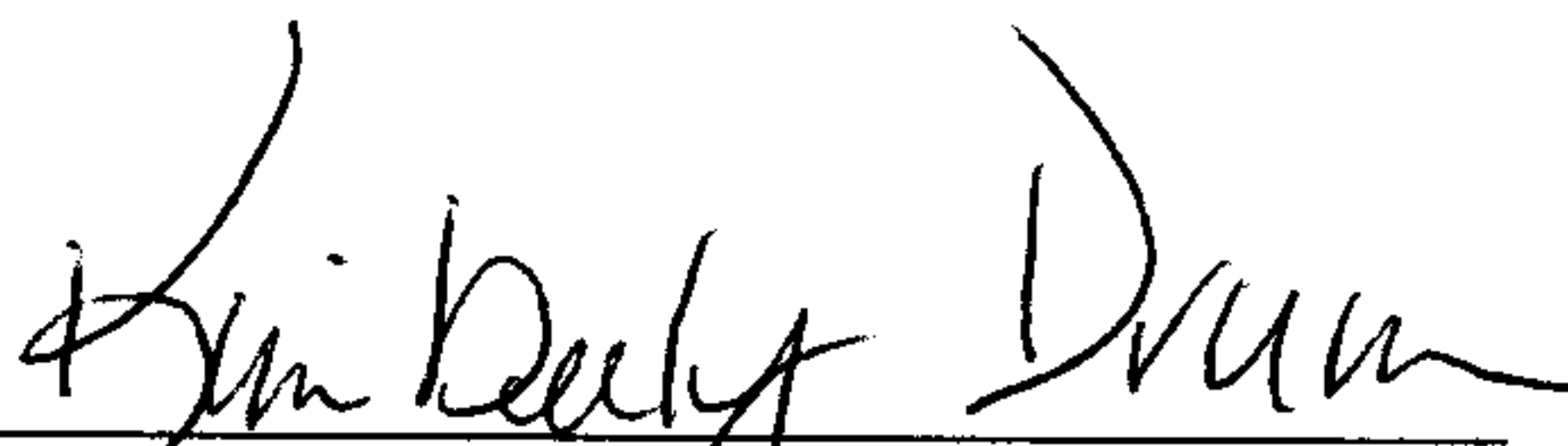
It is understood and agreed that this Deed is and shall constitute a deed in lieu of foreclosure pursuant to § 35-10-50 and § 35-10-51 (Alabama Code 1975, as amended) and the lien and title of Mortgage shall not be merged in the title hereby conveyed, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceeding instituted under the bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by the Grantee in all respects as if this instrument had not been executed.

Grantor James R. A. Drum and wife, Kimberly Drum, agree to vacate the premises now occupied by them within thirty (30) days from the execution of this Deed in Lieu of Foreclosure.



IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set
it's hand and seal thereunto, all on this 21st day of October, 2011.

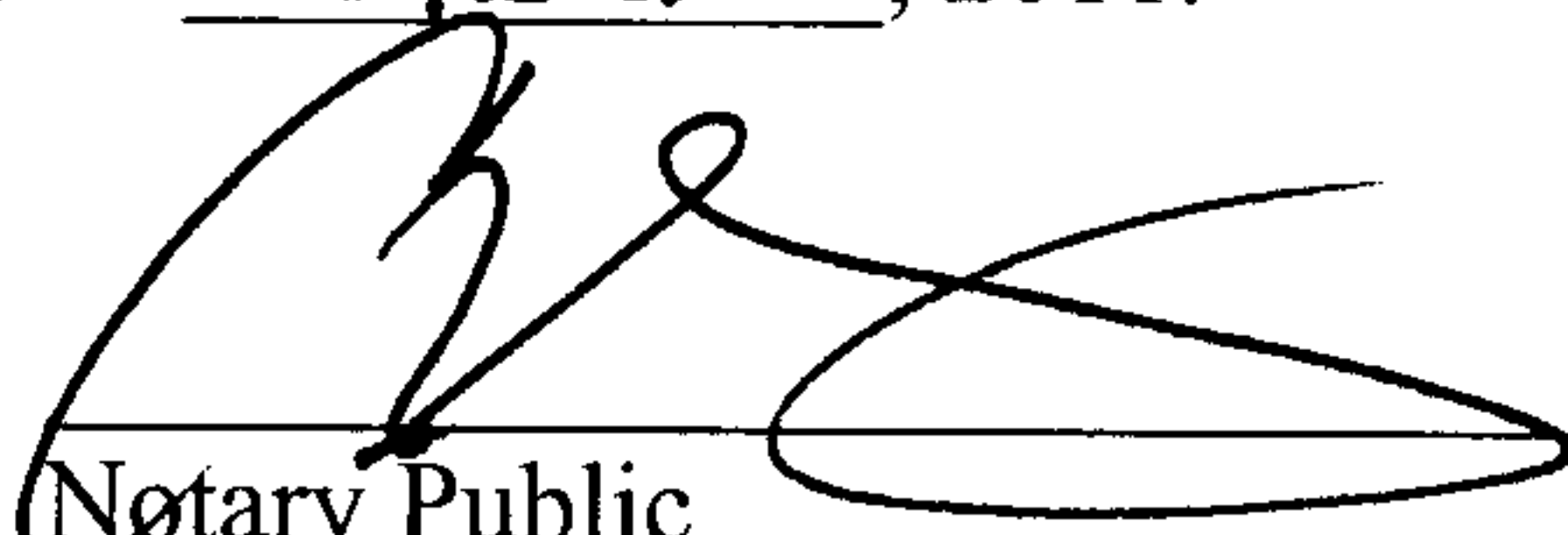

James R. A. Drum

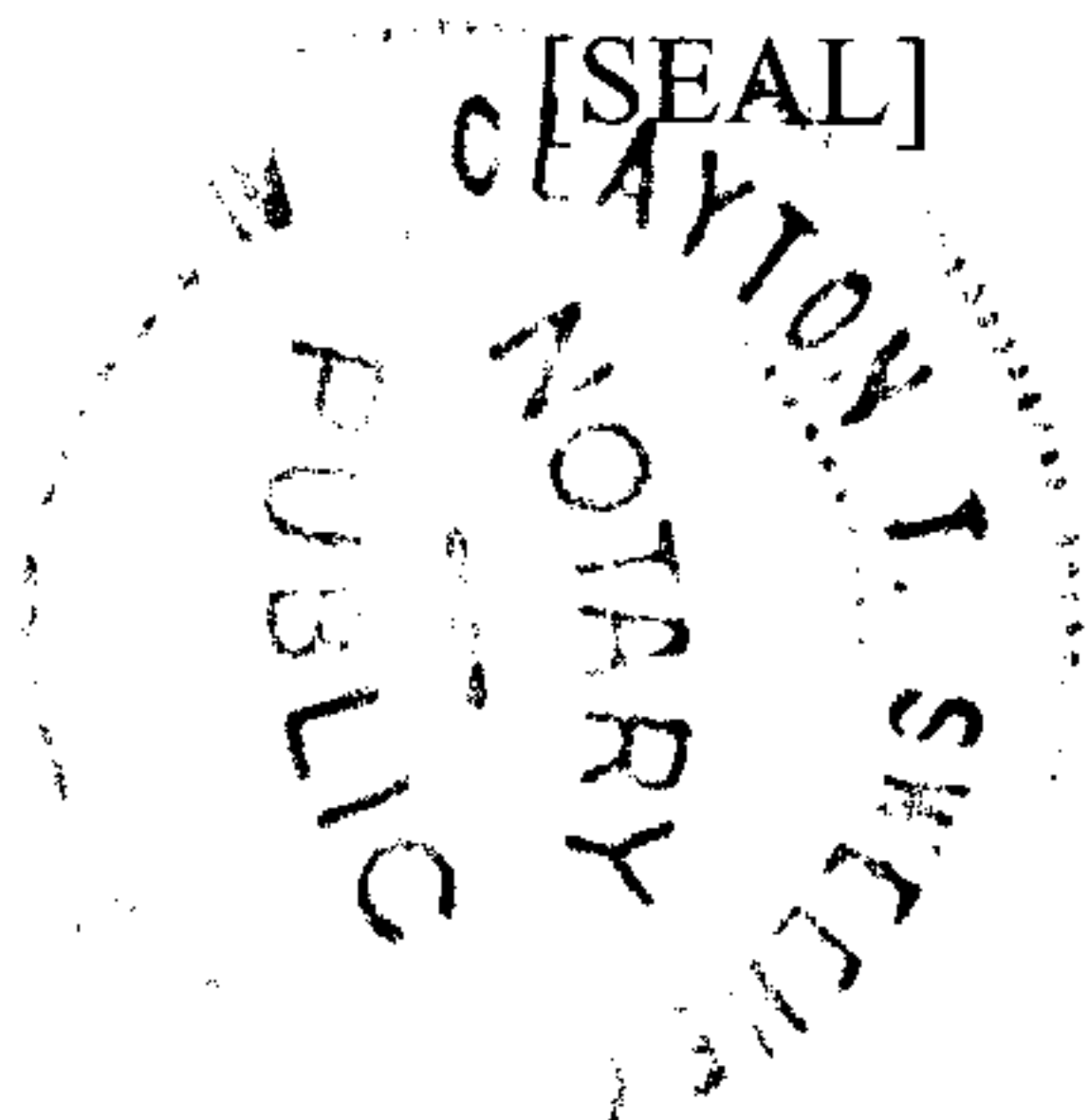

Kimberly Drum
Wife of Grantor

STATE OF ALABAMA)
)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County in said State, hereby certify that
James R. A. Drum and Kimberly Drum, husband and wife, whose names are signed to the foregoing
instrument, and who are known to me, acknowledged before me on this day that, being informed of
the contents of said instrument, they executed the same voluntarily.

Given under my hand and seal, this 21st day of October, 2011.


Notary Public
My Commission Expires: 6-5-2015



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