

THIS INSTRUMENT PREPARED BY:

David A. Bedgood
BEDGOOD LAW FIRM, LLC
160 Yeager Parkway, Suite 105
Pelham, Alabama 35124
205-663-9777
205-663-4333 FAX
david@bedgoodlaw.com

SEND TAX NOTICE TO:

Kristen M. Nichols
884 Charles Allen Dr, NE
Apartment 2
Atlanta, GA 30308



20120402000112970 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
04/02/2012 03:28:58 PM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

)
)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One hundred and no/100 (\$100.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Larry E. Kimbrel and Angela D. Kimbrel, (herein referred to as "Grantor"), do hereby grant, bargain, sell and convey unto Kristen M. Nichols (herein referred to as "Grantee"), all that certain property situated in Jefferson County, Alabama, as more particularly described as follows, to- wit:

Lot 40, according to the Survey of Park Forest, 1st Sector, as recorded in Map Book 7, Page 155, in the Probate Office of Shelby County, Alabama.

PHYSICAL ADDRESS: 105 Forest Parkway, Alabaster, AL 35007
SOURCE OF TITLE: Inst. # 20090720000278030.

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 Sections 35-10-50, et seq. of the 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 Larry E. Kimbrel and Angela D. Kimbrel to Kristen M. Nichols, which said Mortgage was recorded in Instrument number 20090720000278040, in the Office of the Judge of Probate of Shelby County, Alabama, 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 recording the same.

TO HAVE AND TO HOLD to Grantee and its successors and assigns forever, together with every contingent remainder and right of reversion. And Grantors do for themselves and their heirs and assigns, covenant with Grantee, her successors and assigns, that they are lawfully seized in fee simple of said real estate, that it is free from all encumbrances (excepting only the Mortgage described above), that they have good right to sell and convey the same as aforesaid,

and that they will, and their heirs and assigns shall, warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned Grantor has/have caused these presents to be executed this 20 day of March 2012.

Larry E. Kimbrel
Larry E. Kimbrel

Angela D. Kimbrel
Angela D. Kimbrel

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Larry E. Kimbrel whose name 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, he executed the same voluntarily.

Given under my hand and official seal this 20th day of March 2012.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8-3-2012

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Angela D. Kimbrel whose name 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, she executed the same voluntarily.

Given under my hand and official seal this 20th day of March 2012.

[Signature]
NOTARY PUBLIC
My Commission Expires: 8-3-2012


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