



20121011000392260 1/7 \$32.00
 Shelby Cnty Judge of Probate, AL
 10/11/2012 02:59:39 PM FILED/CERT

Send tax notice to:
 WBG Enterprises, LLC
 c/o Frances Goodrich
 3062 Overhill Road
 Birmingham, AL 35223

This instrument prepared by:
 F.A. Branscomb Beavers, Esq.
 Beavers Law Firm, Inc.
 3118 Bellwood Drive, Ste. 110
 Birmingham, AL 35243

STATE OF ALABAMA)
 :
 SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

RECITALS

A. Maple Leaf Estates, LLC, an Alabama limited liability company (the "Grantor"), is the owner and record title holder of all that real property situated in Shelby County, Alabama known as Maple Leaf Estates, the Plat of which is recorded in Map Book 39, page 39, in the Office of the Judge of Probate of Shelby County, Alabama less and except lots 4, 5, 6, 16, 19, and 23 according to said Plat, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the improvements located thereon (the "Property"); and

B. Grantor has heretofore executed and delivered to Central State Bank, an Alabama banking corporation (the "Assignor"), that certain Mortgage and Security Agreement dated March 30, 2006 and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") as Instrument Number 20060411000167170 (the "Mortgage") with respect to the Property; and

C. For value received, the Assignor has heretofore executed and delivered to WBG Enterprises, LLC, an Alabama limited liability company (the "Grantee"), an Assignment of Mortgage dated April 24, 2012 and recorded in the Recording Office as Instrument Number 20120501000151170 assigning the Mortgage to the Grantee; and

D. The Mortgage secures a loan in the original principal sum of \$761,000.00 for which Grantor is justly indebted to Grantee; and

E. Grantor has defaulted on the payment of said indebtedness; and

F. Grantor is unable to pay the indebtedness that is secured by the Mortgage and in lieu of foreclosure, Grantor has agreed to convey the Property to Grantee.


NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey the Property unto Grantee, subject to ad valorem taxes due and payable October 1, 2012.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that the Property is free from all encumbrances except as set forth hereinabove; that the Grantor has a good right to sell and convey the Property as aforesaid; and that the Grantor will, and its successors and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.

This instrument is intended to be construed as a deed in lieu of foreclosure as provided in Section 35-10-50 and Section 35-10-51 of the *Code of Alabama*, (1975). This Deed in Lieu of Foreclosure in accordance with Alabama Code Section 35-10-50, *et seq.* (1975), (1) transfers to the Grantee all right, title and interest of the Grantor in the Property, including but not limited to all rights of redemption, statutory or equitable; (2) does not effect a foreclosure of the Mortgage covering the Property; (3) does not give rise to a statutory right of redemption in the Grantor or any other person; (4) does not result in a merger of the Grantee's rights with the Grantor's equity of redemption for any purpose; and (5) does not affect the rights or interest of any person or entity other than the Grantor in the Property.

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IN WITNESS WHEREOF, Grantor, Maple Leaf Estates, LLC, has hereto set its signature and seal as of the 26th day of July, 2012.

MAPLE LEAF ESTATES, LLC

By: Farmer Development, LLC, Member

By: [Signature]
Conner Farmer, Member

By: [Signature]
Charles Rogers, Member

By: Shirley Brothers Excavating, Inc., Member

By: [Signature]
David Keith Shirley, President

By: [Signature]
Daniel Eugene Shirley, Vice President

By: [Signature]
Allen Christopher Shirley, Secretary

STATE OF ALABAMA)
 :
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Conner Farmer, whose name as member of Farmer Development, LLC, an Alabama limited liability company, in its capacity as member of Maple Leaf Estates LLC, an Alabama 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 said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of Farmer Development, LLC, acting in its capacity as member of Maple Leaf Estates, LLC, on the day the same bears date.

Given under my hand and seal on this the 26th day of July, 2012.

[Signature]
Notary Public


[NOTARIAL SEAL]

My commission expires: 10-31-2015

STATE OF ALABAMA)
 :
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles Rogers, whose name as member of Maple Leaf Estates, LLC, an Alabama 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 said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and seal on this the 26th day of July, 2012.



Notary Public


[NOTARIAL SEAL]

My commission expires: 10-31-2015

STATE OF ALABAMA)
 :
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that David Keith Shirley, whose name as President of Shirley Brothers Excavating, Inc., an Alabama corporation, in its capacity as member of Maple Leaf Estates LLC, an Alabama 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as member of said company, on the day the same bears date.

Given under my hand and seal on this the 26th day of July, 2012.



Notary Public

[NOTARIAL SEAL]

My commission expires: 10-31-2015

STATE OF ALABAMA)
 :
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Daniel Eugene Shirley, whose name as Vice President of Shirley Brothers Excavating, Inc., an Alabama corporation, in its capacity as member of Maple Leaf Estates LLC, an Alabama 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as member of said company, on the day the same bears date.

Given under my hand and seal on this the 26th day of July, 2012.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 10-31-2015

STATE OF ALABAMA)
 :
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Allen Christopher Shirley, whose name as Secretary of Shirley Brothers Excavating, Inc., an Alabama corporation, in its capacity as member of Maple Leaf Estates LLC, an Alabama 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as member of said company, on the day the same bears date.

Given under my hand and seal on this the 26th day of July, 2012.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 10-31-2015



Exhibit A

BEGIN at the NE corner of the NE 1/4 of the SE 1/4 of Section 20, Township 20 South, Range 1 East, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S 00 deg 00' 07" W, a distance of 523.09' to a point lying on the Westerly R.O.W. line of Shelby County Highway 55, 80' R.O.W., said point also being the beginning of a curve to the left, having a radius of 1340.00', a central angle of 10 deg 55' 14" and subtended by a chord which bears S 10 deg 44' 17" W and a chord distance of 255.02'; thence along the arc of said curve and said ROW line, a distance of 255.40'; thence S 84 deg 26' 41" W and leaving said R.O.W. line, a distance of 212.73'; thence S 01 deg 35' 15" W, a distance of 209.93'; thence S 81 deg 00' 18" E, a distance of 153.53'; thence S 86 deg 55' 17" E, a distance of 64.18' to a point on the Westerly R.O.W. line of above said Highway 55; thence S 01 deg 50' 20" E and along said R.O.W. line, a distance of 198.96'; thence N 89 deg 46' 51" W and leaving said R.O.W. line, a distance of 1388.03"; thence N 00 deg 38' 15" E a distance of 1235.32'; thence 89 deg 50' 44", a distance of 104.00'; thence S 89 deg 32' 39" E, a distance of 1313.29' to the POINT OF BEGINNING.

Less and except Lots 4, 5, 6, 16, 19, and 23, Maple Leaf Estates, Map Book 39, Page 39.
Subject to:

An easement for ingress and egress described as follows:

BEGIN at the NE corner of the NE 1/4 of the SE 1/4 of Section 20, Township 20 South, Range 1 East, Shelby County, Alabama; thence S 00 deg 00' 07" W, a distance of 523.09' to a point lying on the Westerly R.O.W. line of Shelby County Highway 55, 80' R.O.W., said point also being the beginning of a curve to the left, having a radius of 1340.00', a central angle of 10 deg 55' 14" and subtended by a chord which bears S 10 deg 44' 17" W and a chord distance of 255.02'; thence along the arc of said curve and said ROW line, a distance of 255.40'; to a point said point being the beginning of a compound curve, having a radius of 1340.00' to a central angle of 08 deg. 10' 26" and subtended by a chord which bears S 1 deg 11' 27" W and a chord distance of 191.01', thence along the arc of said curve and said R.O.W. line a distance of 191.17'; thence S 1 deg 50' 20" E and along said R.O.W. line a distance of 66.96' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N 86 deg 55' 17" W and leaving said R.O.W. line, a distance of 64.18' to the POINT OF ENDING OF SAID CENTERLINE.

The Property is also described as Lots 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28, according to the Plat of Maple Leaf Estates, as recorded in Map Book 39, Page 39, in the Office of the Judge of Probate of Shelby County, Alabama.



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Maple Leaf Estates, LLC Grantee's Name WBG Enterprises, LLC
Mailing Address 1362 CO. RD. 69 Mailing Address 3062 Overhill Road
Chelsea, AL 35043 Birmingham, AL 35223

Property Address See attached Date of Sale July 26, 2012
"Exhibit A" Total Purchase Price \$ None - Deed in Lien of Foreclosure
or Grantee is Holder of the Mortgage
Actual Value \$ 761,000 principal Note amount
or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal \$ 761,000 principal Note amount
☐ Sales Contract ☒ Other Grantee is Holder of the Mortgage
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/11/12

Print F.A. Bransford Beavers

Sign [Signature] as Grantee's
(Grantor ☒ Grantee ☒ Owner ☒ Agent ☒ circ

Unattested



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