

THIS INSTRUMENT PREPARED BY:

Paul H. Greenwood
Balch & Bingham LLP
P. O. Box 306
Birmingham, Alabama 35201

SEND TAX NOTICE TO:

Cadence Bank, N.A.
Attn: Cindy Bush
2100 3rd Avenue North, Suite 1100
Birmingham, Alabama 35203

STATE OF ALABAMA)
)
SHELBY COUNTY)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Bamerlane, LLC, an Alabama limited liability company ("Grantor"), is the fee simple owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has heretofore executed and delivered to AmSouth Bank (now Regions Bank) that certain Future Advance Mortgage dated March 16, 2007, recorded in Instrument Number 20070328000140010 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Court"), as corrected and re-recorded in Instrument Number 20071126000537040 in the Probate Court (the "Mortgage"); and

WHEREAS, the Mortgage was transferred and assigned to Street Residential Construction, L.L.C., as evidenced by, among other documents, that certain Assignment dated December 17, 2009, recorded in Instrument Number 20091230000476980 in the Probate Court; and

WHEREAS, the Mortgage was subsequently transferred and assigned to Superior Bank, a federal savings bank ("Superior Bank"), as evidenced by, among other documents, that certain Transfer and Assignment of Promissory Notes, Mortgages and Other Loan Documents dated December 17, 2009, recorded in Instrument Number 20091230000476990 in the Probate Court; and

WHEREAS, the holder of the Mortgage is now Cadence Bank, N.A., a national banking association ("Cadence Bank" and "Grantee"), as successor by way of merger to Superior Bank, National Association, a national banking association (as purchaser and assignee from the Federal Deposit Insurance Corporation, as receiver of Superior Bank, pursuant to that certain Purchase and Assumption Agreement dated as of April 15, 2011, and as evidenced by that certain Assignment of Security Instruments and other Loan Documents recorded in Instrument Number 20110613000173700 in the Probate Court); and

WHEREAS, Grantor has agreed to convey the Property to Grantee, pursuant to Alabama Code §§ 35-10-50, *et seq.* (1975), in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, Grantor and 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.

NOW, THEREFORE, in consideration of the premises and of the sum of Four Hundred Thousand and NO/100 Dollars (\$400,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto

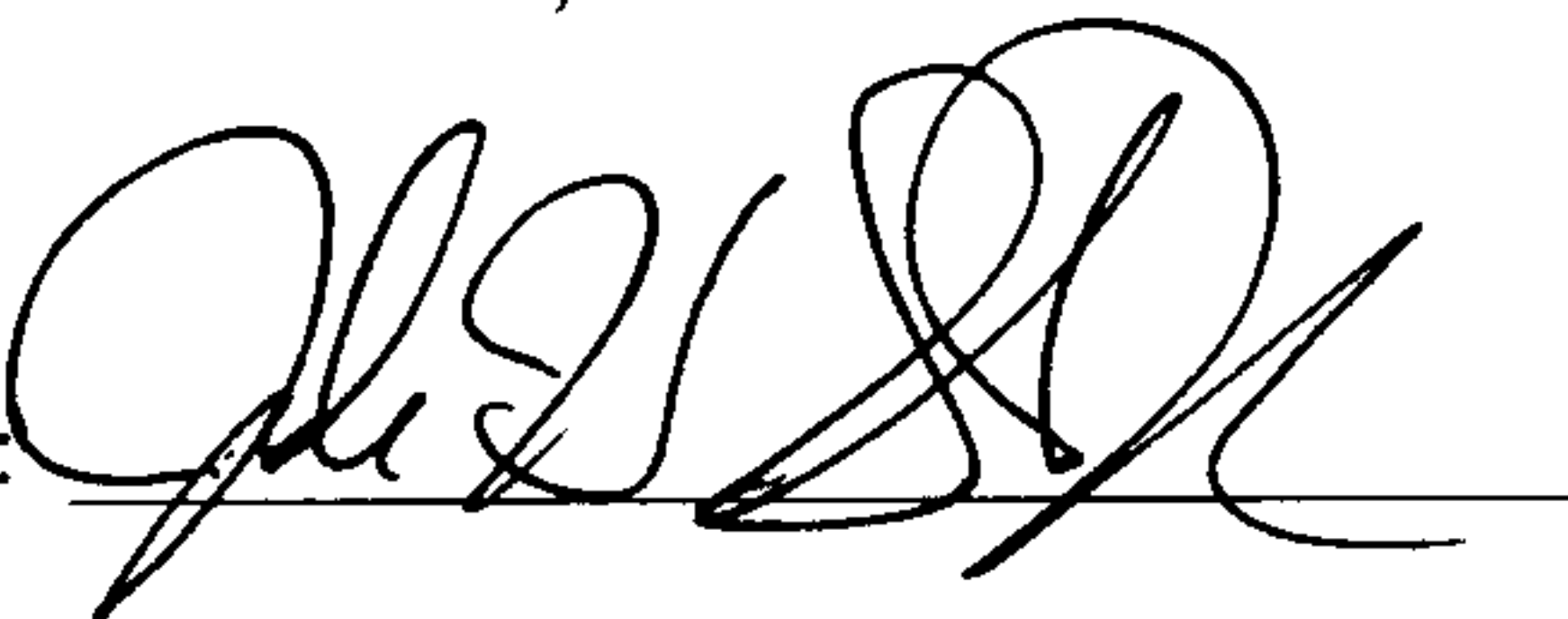
Cadence Bank, N.A., the Property and all improvements situated thereon in Shelby County, Alabama, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD unto Cadence Bank, N.A., its successors and assigns, in fee simple forever.

This Deed in Lieu of Foreclosure in accordance with Alabama Code §§ 35-10-50, *et seq.* (1975), (1) transfers to Grantee all right, title and interest of 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 Grantor or any other person; (4) does not result in a merger of Grantee's rights with Grantor's equity of redemption for any purpose; and (5) does not effect the rights or interest of any person or entity other than the Grantor in the Property.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set its hand and seal hereunto, all on this 12th day of December, 2012.

BAMERLANE, LLC

By: 

Print Name: John H. STREET JR

Its: MEMBER

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John H. Street Jr., whose name as Member of Bamerlane, 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 such instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal, this the 12 day of December, 2012

Notary Public: 

My Commission Expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: May 31, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT "A"
Deed in Lieu of Foreclosure
Legal Description

Lots 38, 43, 44 and 52, according to the Final Plat of Shiloh Creek Sector One Plat One, as recorded in Map Book 38, Page 45, in the Probate Office of Shelby County, Alabama.



20121226000490940 3/3 \$23.00
Shelby Cnty Judge of Probate, AL
12/26/2012 11:02:54 AM FILED/CERT