



20130807000321760 1/7 \$36.00
Shelby Cnty Judge of Probate, AL
08/07/2013 12:27:27 PM FILED/CERT

This Document Prepared By:

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Wells Fargo Tower
420 North 20th Street, Suite 2000
Birmingham, AL 35203

Send Tax Notice By:

Southern District Church Extension Fund, Inc.
101 Mission Drive, Suite 100
Slidell, Louisiana 70460

STATE OF ALABAMA

)

DEED IN LIEU OF FORECLOSURE

COUNTY OF SHELBY

)

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on or about February 11, 2005, FIRST - BIRMINGHAM, AL CONGREGATION ("Borrower"), executed and delivered to THE SOUTHERN DISTRICT OF THE LUTHERAN CHURCH - MISSOURI SYNOD ("Original Lender"), a Mortgage, Assignment of Rents and Leases and Security Agreement (the "Mortgage"), regarding certain real property located in Shelby County, Alabama and more particularly described in **Exhibit "A"** that is attached hereto and incorporated herein by reference (the "Real Property") to secure certain obligations owed by Borrower to Original Lender pursuant to the Mortgage and other documents and instruments evidencing and securing the loans made by Original Lender to Borrower (collectively, the "Obligations") whether then existing or thereafter incurred;

WHEREAS, the Mortgage was properly recorded as Instrument No. 20050215000074890 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, Original Lender assigned its right, title, and interest in the Mortgage to SOUTHERN DISTRICT CHURCH EXTENSION FUND, INC., a Louisiana corporation ("Lender"), pursuant to that certain Assignment of Mortgage, dated July 1, 2013, recorded in Instrument No. 20130722000297480, in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, Borrower is the fee simple owner of the Real Property;

WHEREAS, Borrower has agreed to convey the Real Property to Lender, pursuant to Alabama Code §§ 35-10-50, *et seq.*, in consideration of a credit by Lender to the Obligations that are secured by the Mortgage;

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

NOW, THEREFORE, in consideration of the premises and for credit against the Obligations that are secured by the Mortgage, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (the "Grantor") hereby grants, bargains, sells and conveys unto Lender the Real Property and improvements situated thereon, together with any and all rights of redemption, either 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.

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, ad valorem taxes for the current tax year 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.

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

THE REAL PROPERTY IS CONVEYED "AS IS" AND "WHERE IS". EXCEPT FOR THE WARRANTY OF TITLE PROVIDED BY GRANTOR IN THIS DEED IN LIEU OF FORECLOSURE, ALL OTHER EXPRESS AND IMPLIED WARRANTIES RELATING TO SAID REAL PROPERTY AND ANY PERSONAL PROPERTY LOCATED THEREIN, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

This Deed in Lieu of Foreclosure, which is executed and delivered by the Borrower in accordance with Alabama Code §§ 35-10-50, *et seq.* (1975): (a) transfers to Lender all right, title and interest of Borrower in the Real Property, including, but not limited to, all rights of redemption, statutory or equitable; (b) does not affect a foreclosure of the Mortgage; (c) does not give rise to a statutory right of redemption in favor of Borrower or any other person; (d) does not result in a merger of Lender's rights with the equity of redemption of Borrower for any purpose (specifically it is the intent of the parties that Lender's title hereunder shall not merge with any right, title



and interest of Lender under the Mortgage); and (e) does not affect the rights or interests of any person or entity other than those of Borrower as described herein.

[signatures begin on following page]



IN WITNESS WHEREOF, the undersigned Borrower and Grantor has executed and delivered this instrument and set its hand and seal hereunto, on the 31 day of July, 2013.

BORROWER / GRANTOR:

FIRST-BIRMINGHAM, AL CONGREGATION

By: Harold D. McNair
Harold McNair
Its: Trustee

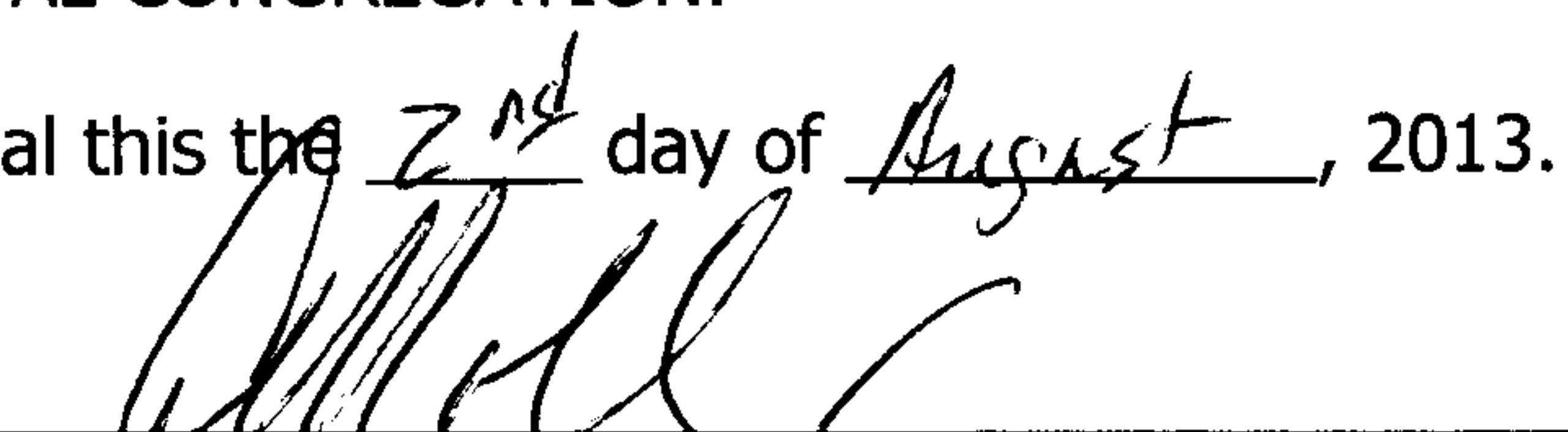
By: Glen Thompson
Glen Thompson
Its: President

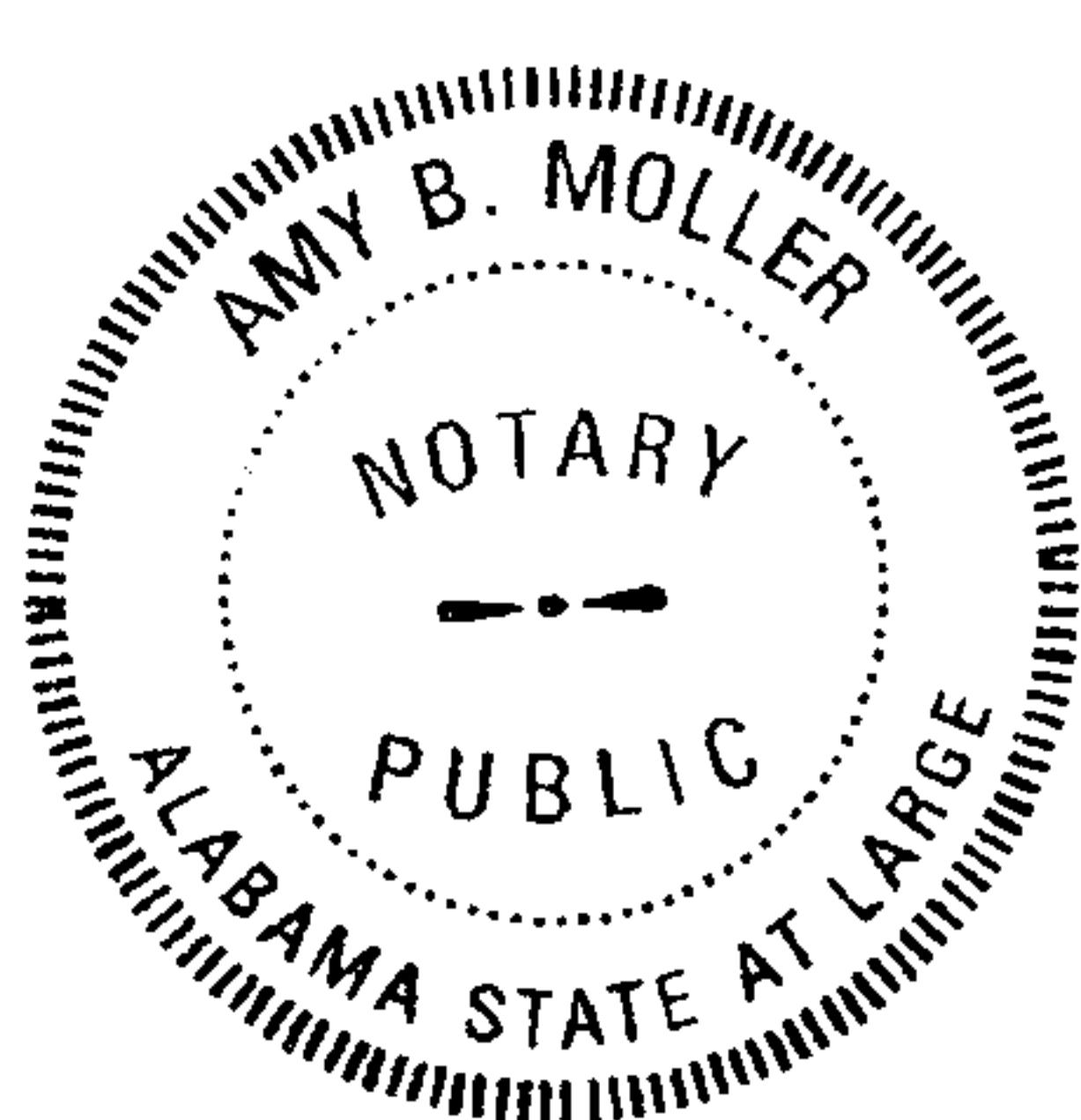
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Harold McNair, whose name as Trustee of FIRST-BIRMINGHAM, AL CONGREGATION, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of FIRST-BIRMINGHAM, AL CONGREGATION.

Given under my hand and official seal this the 2nd day of August, 2013.


Notary Public
My Commission Expires: 12/12/15



STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Glen Thompson, whose name as President of FIRST-BIRMINGHAM, AL CONGREGATION, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such President and with full authority, executed the same voluntarily for and as the act of FIRST-BIRMINGHAM, AL CONGREGATION.

Given under my hand and official seal this the 30th day of July, 2013.

Angie Turner
Notary Public
My Commission Expires: 4-8-16

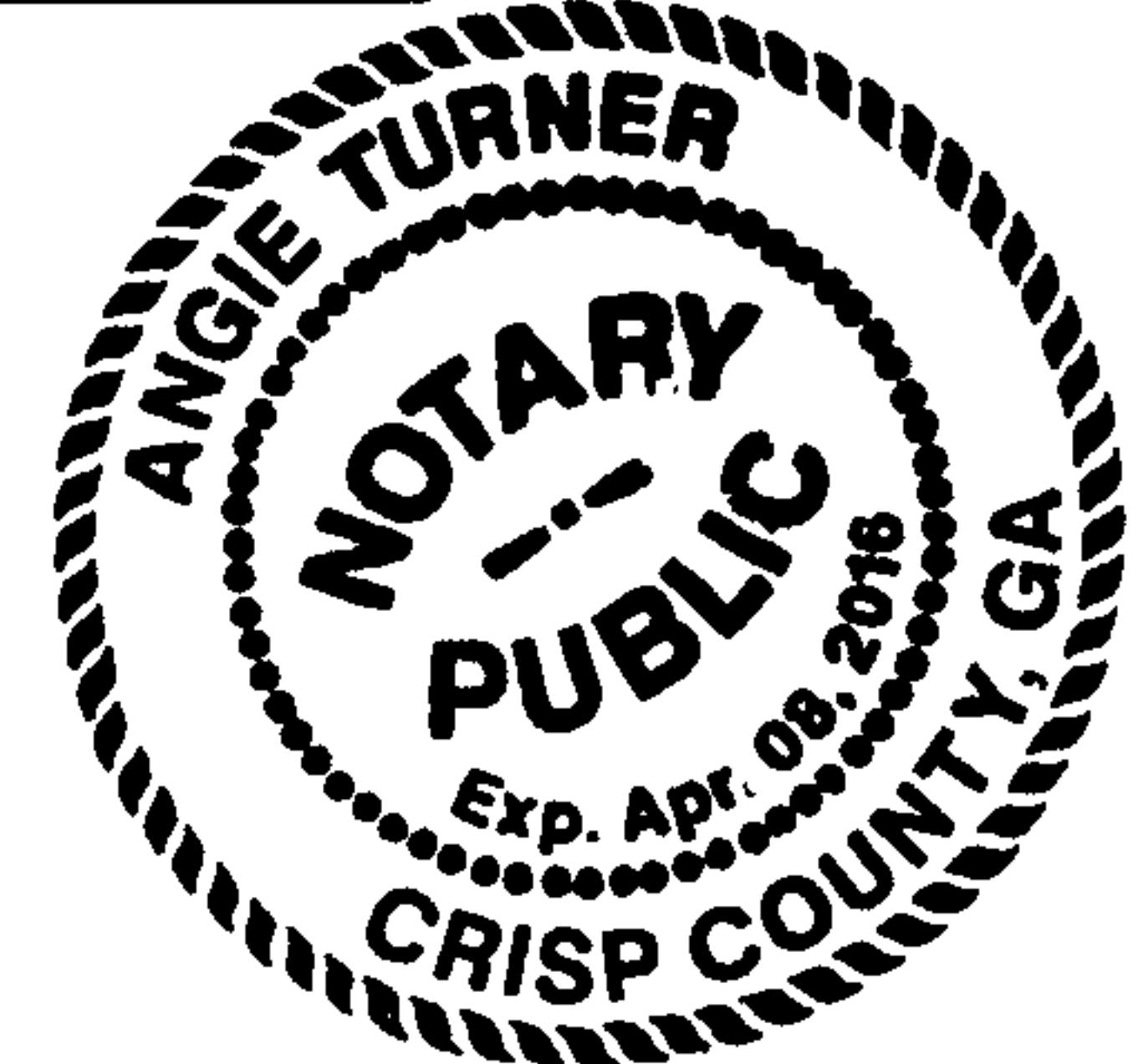


EXHIBIT A

LEGAL DESCRIPTION

Lot 3, according to the Survey of Cahaba Cove, as recorded in Map Book 41, page 58, in the Probate Office of Shelby County, Alabama.



Real Estate Sales Validation Form

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

Grantor's Name Mailing Address	First Lutheran Church 2507 Highland Avenue South Birmingham, AL 35205	Grantee's Name Mailing Address	Southern District Church Extension Fund, Inc. 101 Mission Dr., Suite 100 Slidell, LA 70460
Property Address	5227 Cahaba Valley Cove Birmingham, AL 35242	Date of Sale Total Purchase Price or Actual Value or Assessor's Market Value	July 31, 2013 \$ \$ \$ 355,670.00

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
Sales Contract	<input checked="" type="checkbox"/> Other <u>Shelby County Property Tax Commissioner website</u>
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).

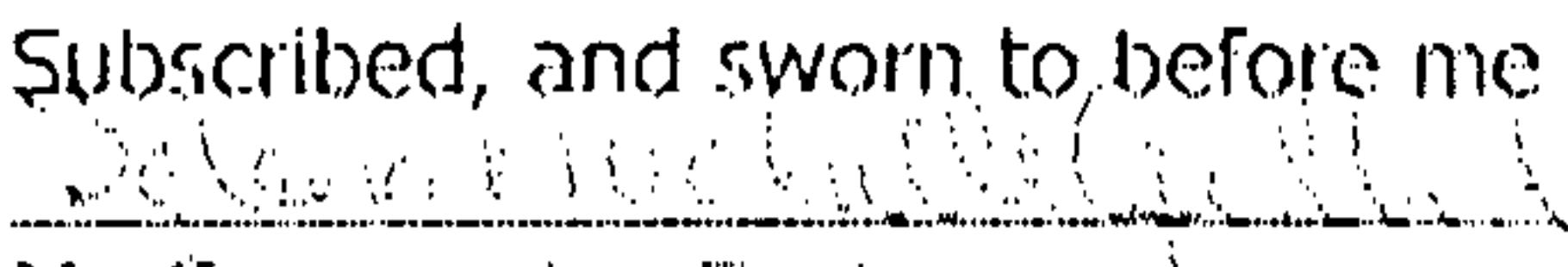
Date: July 31, 2013

Print: Donald E. Jackson

Sign: Donald E. Jackson
(Grantor/Grantee/Owner/Agent) circle one

STATE OF ALABAMA
COUNTY OF JEFFERSON

Subscribed, and sworn to before me this 31st day of July, 2013.

 Notary Public

My Commission Expires: AS COMMISSION EXPIRES MARCH 12, 2014



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