

Grantor's Name: William M. Thomas, Jr. a/k/a Billy Thomas
Mailing Address:
Property Address: n/a

Grantee's Name: First United Security Bank
Mailing Address: PO Box 1763
Calera, AL 35040
Date of Sale: _____

Total Purchase Price \$ _____
or
Actual Value \$2,320,000.00
or
Assessor's Market Value \$ _____

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

____ Bill of Sale
____ Sales Contract
____ Closing Statement
☒ Appraisal
____ Other _____

The property conveyed by this Warranty Deed is the same property covered by the Mortgage described below and the value given for the property is no greater than the indebtedness owing under such mortgage.

This instrument prepared by and,
upon recording, return to:

Michael B. Odom
Haskell Slaughter Young & Rediker, LLC
2001 Park Place North, Suite 1400
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
First United Security Bank
PO Box 1763
Calera, AL 35040

STATE OF ALABAMA)
COUNTY OF LAWRENCE)

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **Willie M. Thomas, Jr. a/k/a Billy Thomas**, a married man (the "Grantor") is the 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 **FIRST UNITED SECURITY BANK, an Alabama bank**, (the "Grantee") those certain mortgages covering the Property recorded in the Office of the Judge of Probate of Shelby County, Alabama, at:

Instrument # 20050228000092630
Instrument # 20051104000574140
Instrument # 20070521000235120

Instrument # 20080829000347250
Instrument # 20080128000035170
Instrument # 20080128000035180
Instrument # 20080318000110480
Instrument # 20070717000334300
Instrument # 20090227000070000
Instrument # 20100317000077720

(collectively, the "Mortgages"); and

WHEREAS, Grantor has requested and has agreed to convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgages; and

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

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

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to Grantor by Grantee, the receipt of which Grantor hereby acknowledges, and the aforesaid agreement of Grantee to credit the agreed amount against the indebtedness secured by the Mortgage, Grantor does hereby **GRANT, BARGAIN, SELL and CONVEY** unto **FIRST UNITED SECURITY BANK**, an Alabama bank, all of that certain real property situated 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 to **FIRST UNITED SECURITY BANK**, its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with Grantee that he is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgages to **FIRST UNITED SECURITY BANK**; and that Grantor will forever warrant and defend the title to the Property to Grantee, its successors and assigns, forever. All covenants and agreements made herein shall bind Grantor and his heirs and assigns.

The Property is not the homestead of the Grantor.

It is understood and agreed that the lien and title of the Mortgages 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 proceedings instituted under bankruptcy or other law, or in the event the survival of the lien and title of the Mortgages is necessary or appropriate to protect the interest and complete title of Grantee, Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgages and the indebtedness secured thereby, and in any such event Grantee shall have the right to proceed to a foreclosure of the Mortgages as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned has executed this instrument and set his hand and seal hereunto, all on this 22 day of August, 2013.


Willie M. Thomas, Jr. a/k/a Billy Thomas

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, Willie M. Thomas, Jr. a/k/a Billy Thomas, 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 foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22ND day of August, 2013.

(Notary Seal)

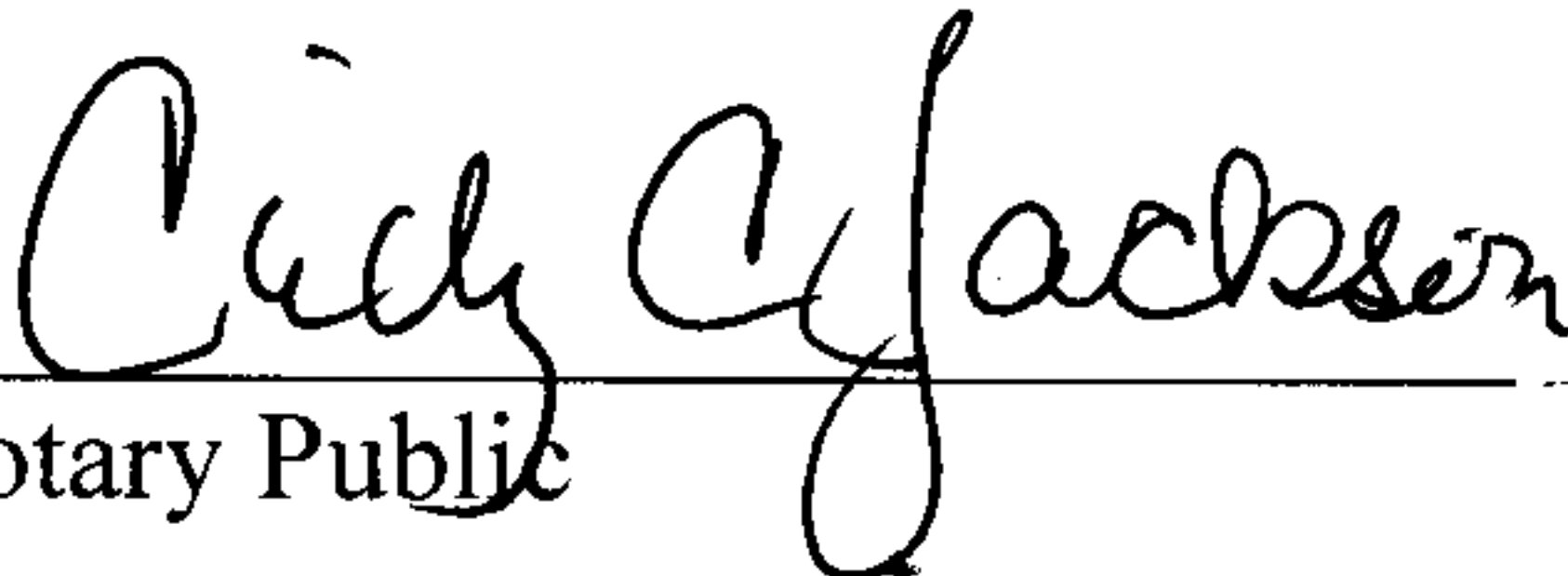

Notary Public

Exhibit A

STATE OF ALABAMA
SHELBY COUNTY

Commence at a pole in place being the Northeast corner of the Southwest one-fourth of the Southwest one-fourth of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, said point being South $01^{\circ} 18' 37''$ East of and 2.83 feet from the Southeast corner of Lot No. 1 of The Shoppes At the Narrows Phase 1 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map book 25 at Page 32; thence proceed South $01^{\circ} 18' 37''$ East along the East boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 179.87 feet; thence proceed South $89^{\circ} 44' 22''$ West for a distance of 908.41 feet to a point on the Southwesterly boundary of the CSX Railroad 100 foot right-of-way; thence proceed North $50^{\circ} 57' 16''$ West along the Southwesterly boundary of said railroad right-of-way for a distance of 230.29 feet (set $1/2''$ rebar) to the point of beginning. From this beginning point continue North $50^{\circ} 57' 16''$ West along the Southwesterly boundary of said railroad right-of-way for a distance of 245.08 feet (set $1/2''$ rebar) to its point of intersection with the Southerly right-of-way of Old U. S. Highway 280; thence proceed South $60^{\circ} 46' 34''$ West along the Southerly right-of-way of said road for a distance of 110.56 feet (set $1/2''$ rebar), said point being the P. C. of a concave right having a delta angle of $12^{\circ} 04' 11''$ and a radius of 518.36 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South $66^{\circ} 48' 39''$ West, 108.99 feet to the P. T. of said curve (set $1/2''$ rebar) which is also the P. C. of a concave curve right having a delta angle of $18^{\circ} 03' 25''$ and a radius of 518.34 feet; thence proceed Southwesterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North $89^{\circ} 20' 30''$ West, 162.68 feet to a capped rebar in place (PLS #21784); thence proceed South $05^{\circ} 18' 26''$ West for a distance of 409.55 feet to a capped rebar in place (PLS #21784); thence proceed South 90° West for a distance of 246.10 feet to a $5/8''$ rebar in place; thence proceed South $00^{\circ} 05' 14''$ West for a distance of 383.02 feet (set $1/2''$ rebar) to a point on the bank of a creek; thence continue South $00^{\circ} 05' 14''$ West for a distance of 25.73 feet to the center of said creek; thence proceed North $54^{\circ} 36' 10''$ East along the center of said creek for a distance of 112.06 feet; thence proceed South $87^{\circ} 08' 48''$ East along the center of said creek for a distance of 302.35 feet; thence proceed North $80^{\circ} 48' 33''$ East along the center of said creek for a distance of 101.70 feet; ; thence proceed North $35^{\circ} 27' 36''$ East along the center of said creek for a distance of 143.16 feet; thence proceed North $32^{\circ} 09' 16''$ East along the center of said creek for a distance of 184.88 feet; thence proceed North $57^{\circ} 13' 59''$ East along the center of said creek for a distance of 104.40 feet; thence proceed North $26^{\circ} 08' 41''$ West for a distance of 47.60 feet to a point on the bank of said creek (set $1/2''$ rebar); thence continue North $26^{\circ} 08' 41''$ West for a distance of 177.57 feet (set $1/2''$ rebar); thence proceed North $46^{\circ} 57' 06''$ East for a distance of 233.39 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 27 and the Southeast one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southeast one-fourth of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama.

