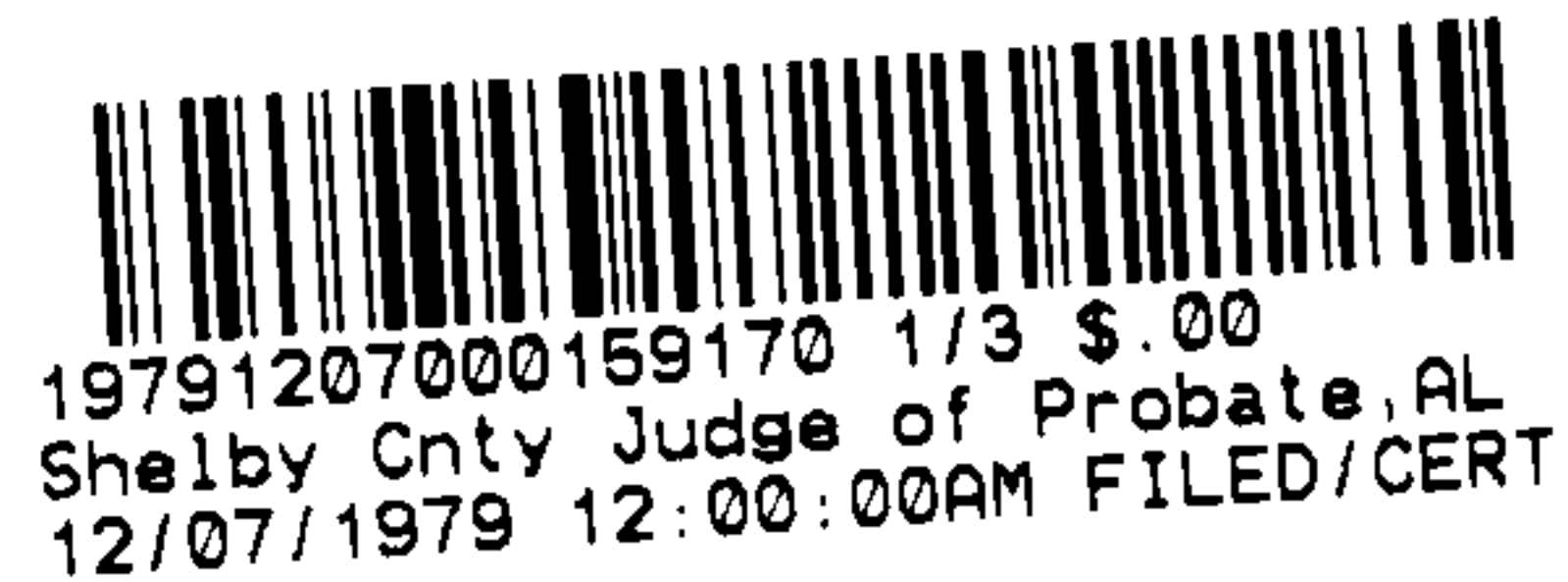


WARRANTY DEED

STATE OF ALABAMA)
 :
SHELBY COUNTY)



KNOW ALL MEN BY THESE PRESENTS, that in considera-
tion of One Hundred and No/100ths Dollars (\$100.00) and other
good and valuable consideration to the undersigned, SOUTHPINES,
LTD., an Alabama Limited Partnership (herein referred to as
the "Grantor"), in hand paid by the following named persons
(herein together referred to as the "Grantees"), the receipt
of which is hereby acknowledged, the GRANTOR does by these
presents GRANT, BARGAIN, SELL and CONVEY unto the GRANTEES,
their successors and assigns the undivided interest set forth
opposite their names below as tenants in common in and to the
following described real estate situated in the County of
Shelby and State of Alabama, to-wit:

Viking Oil, Inc.	50%
Blossom B. Dill	25%
John T. Oliver, Jr.	12 1/2%
John H. Bankhead	12 1/2%

A tract of land situated in the SW 1/4 of
Section 6, Township 19 South, Range 1 West, Shelby
County, Alabama, and more particularly described
as follows:

Commence at the SW corner and run in a
Northerly direction along the West line of said
1/4-1/4 section a distance of 2,633.02 feet; thence
an angle of 89 degrees, 41 minutes, 24 seconds right
and run in a Easterly direction along the North line
a distance of 1,976.71 feet; thence an angle right
of 112 degrees 28 minutes, 27 seconds and run South-
westerly a distance of 265.21 feet; thence turn an
angle left of 11 degrees, 42 minutes, 22 seconds
and run in a Southwesterly direction a distance of
255.55 feet; thence turn 28 degrees, 22 minutes, 02
seconds right and run in a Southwesterly direction
a distance of 167.74 feet; thence turn 20 degrees,
38 minutes, 30 seconds left and run in a Southwesterly
direction a distance of 218.62 feet; thence turn an
angle 5 degrees, 52 minutes, 05 seconds right and
run in a Southwesterly direction a distance of 356.64
feet; thence turn 23 degrees, 08 minutes 50 seconds
right and run Southwesterly a distance of 222.31

feet; thence an angle left of 17 degrees, 21 minutes, 49 seconds and run in a Southwesterly direction a distance of 77.52 feet; thence turn 8 degrees, 07 minutes, 07 seconds right and run in a Southwesterly direction a distance of 370.92 feet; thence an angle 19 degrees, 26 minutes, 9 seconds left and run in a Southwesterly direction a distance of 120.49 feet; thence an angle left of 10 degrees, 00 minutes, 20 seconds and run in a Southwesterly direction a distance of 97.16 feet; thence an angle 24 degrees, 14 minutes, 35 seconds right and run in a Southwesterly direction a distance of 336.72 feet; thence turn 3 degrees, 04 minutes, 56 seconds left and run Southwesterly a distance of 191.76 feet; thence an angle 27 degrees, 31 minutes, 28 seconds left and run Southwesterly a distance of 91.09 feet; thence turn 28 degrees, 08 minutes, 01 seconds right and run Southwesterly a distance of 251.08 feet, to a point on the South line of said 1/4 section; thence an angle right of 59 degrees, 20 minutes, 58 seconds and run in a Westerly direction along the South line a distance of 621.92 feet to the point of beginning.

TO HAVE AND TO HOLD the aforesaid premises to the said GRANTEE, its successors and assigns, FOREVER, subject, however, to the following: (i) Purchase Money Mortgage from Albert W. Keller, an unmarried man, to Birmingham-Southern College, a corporation, dated April 1, 1977, recorded April 4, 1977 in Mortgage Book 363, page 663, in the Probate Office of Shelby County, Alabama securing an unpaid principal balance of \$97,528.00 on the date hereof, (ii) Purchase Money Mortgage from Victor F. Kyatt to Albert W. Keller dated October 20, 1977, recorded October 25, 1977 in Mortgage Book 370 page 810 in the Probate Office of Shelby County, Alabama securing an unpaid principal balance of \$120,000.00 on the date hereof, (iii) the lien for ad valorem taxes for the tax year commencing October 1, 1979, and (iv) to all restrictions easements and rights-of-way of record affecting said property.

And the GRANTOR does covenant with the GRANTEES, their successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as aforesaid; that it has a good right to

sell and convey the same to the GRANTEES; and that it will warrant and defend the premises to the GRANTEES, their successors and assigns, forever, against the lawful claims and demands of all persons except those claiming under or on account of the aforesaid encumbrances.

IN WITNESS WHEREOF, Southpines, Ltd., an Alabama limited partnership has caused this instrument to be executed by John H. Bankhead, a general partner and duly authorized agent, this the 29th day of November, 1979.

SOUTHPINES, LTD.

19791207000159170 3/3 \$.00
Shelby Cnty Judge of Probate, AL
12/07/1979 12:00:00AM FILED/CERT

By John Bankhead
A General Partner

WITNESS:

STATE OF ALABAMA)
COUNTY OF WALKER)

I, Faye Jenkins, a Notary Public in and for said County, in said State, hereby certify that John H. Bankhead, whose name as a general partner of Southpines, Ltd., an Alabama Limited Partnership, 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 such conveyance, he, as such general partner, and with full authority, executed the same voluntarily for and as the act of said Limited Partnership.

Given under my hand and official seal, this the 29th day of November, 1979.

Faye Jenkins
Notary Public

[SEAL]

My Commission Expires; 9/22/82