

This Instrument Was Prepared By:  
DANIEL M. SPITLER  
Attorney at Law  
108 Chandalar Drive  
Pelham, Alabama 35124

MAIL TAX NOTICE TO:  
Patricia D. Mobley  
P.O. Box 1  
Vincent, Alabama 35178

WARRANTY DEED

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWO HUNDRED TWELVE THOUSAND NINE HUNDRED FIVE AND 40/100 DOLLARS (\$212,905.40) to the undersigned GRANTOR (whether one or more), in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, I or we,

CHARLES W. MOBLEY and wife, PATRICIA D. MOBLEY

(herein referred to as GRANTOR, whether one or more), grant, bargain, sell and convey unto

SUNBELT SOD FARM, INC.

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

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Part of Sections 16, 20 and 21, Township 20 South, Range 2 East, being more particularly described as follows: Begin at the SW corner of Section 21, Township 20 South, Range 2 East; thence run East along the South line of said Section for 2,949.90 feet to a point (said point being 2,331.75 feet West of the SE corner of said Section); thence 91 deg. 04 min. 41 sec. left run 2,607.91 feet; thence 72 deg. 39 min. 57 sec. right run 1042.25 feet to the center of a slough; thence run Easterly along said slough 127 feet, more or less, to the West bank of the Coosa River; thence run Northerly along said West bank for 2,590 feet, more or less, to the South line of Section 16, Township 20 South, Range 2 East; thence run West along the South line of said Section 2,162.45 feet to the SE corner of the SW 1/4 of said Section 16; thence 89 deg. 10 min. 16 sec. right run 1,021.17 feet to a point on the Southerly right of way of Shelby County Highway 76 (said point being on a curve having a radius of 2,046.92 feet); thence 99 deg. 34 min. 50 sec. left to tangent of said curve run 370.39 feet along said curve and right of way; thence 72 deg. 29 min. 12 sec. left of tangent 209.85 feet; thence 69 deg. 54 min. 35 sec. right run 419.84 feet; thence 110 deg. 44 min. 30 sec. right run 202.15 feet to the Southerly right of way of said Highway 76; thence 112 deg. 42 min. 30 sec. left run Southwesterly along said right of way for 1,746.80 feet to the North line of said Section 21; thence 25 deg. 14 min. 38 sec. right run 315.22 feet to the NE corner of said Section 20; thence run West along the North line of said Section 20 for 323.96 feet to a point (said point being on the Easterly right of way of Alabama State Highway 25 and on a curve to the left having a radius of 3,452.4 feet); thence run along said curve and right of way for 884.32 feet; thence continue along said right of way for 4,485.90 feet to the South line of said Section 20; thence 85 deg. 28 min. 53 sec. left run 33.85 feet to the point of beginning. LESS AND EXCEPT a 30 foot easement for Egress and Ingress, the center line thereof is described as follows: Commence at the SE corner of Section 20, Township 20 South, Range 2 East; thence run West along the South line of said Section for 33.85 feet to the Easterly right of way of Alabama State Highway 25; thence 85 deg. 28 min. 53 sec. right run along said right of way for 969.08 feet to the point of beginning; thence 83 deg. 07 min. 37 sec. right run Easterly 1,702.10 feet; thence 8 deg. 59 min. 30 sec. right run 1,366.96 feet to the point of ending; all being situated in Shelby County, Alabama.

SUBJECT TO:

Lease of mineral and oil rights to Amoco Production by Charles W. Mobley, recorded in Deed Book 331 page 69 in Probate Office of Shelby County, Alabama.

Property and rights conveyed and granted to Alabama Power Company as filed in Lis Pendens Book 4 page 381 and in Probate Minutes 24 page 265 in Probate Office of Shelby County, Alabama.

*Daniel M. Spittler*

And as further consideration the Grantee herein expressly assumes and promises to pay that certain mortgage to Federal Land Bank of New Orleans recorded in Mortgage Book 399 page 462 in the Probate Office of Shelby County, Alabama according to the terms and conditions of said mortgage and the indebtedness thereby secured.

\$122,141.63 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said GRANTEE, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this \_\_\_\_\_ day of November, 1985.

*Charles W. Mobley* (SEAL)  
Charles W. Mobley

*Patricia D. Mobley* (SEAL)  
Patricia D. Mobley

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STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles W. Mobley whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of November, 1985.

(NOTARIAL SEAL)

*[Signature]*  
Notary Public

STATE OF COLORADO )

*El Paso* COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patricia D. Mobley whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of November, 1985.

(NOTARIAL SEAL) STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED

1985 DEC 13 AM 9:14

*Thomas A. Swartz, Jr.*  
JUDGE OF PROBATE

*[Signature]*  
Notary Public My Commission Expires September 3, 1989

Mortgage Tax	\$	
Deed Tax		91.00
Mineral Tax		
Recording Fee		5.00
Index Fee		1.00
TOTAL	\$	97.00