

Mortgage in the amount of
\$165,000 ~~received~~ ~~simultaneously~~
herewith. 5/1-11

This instrument was prepared by

(Name) James E. Roberts

Send Tax Notice To:

name

(Address) 2230 Third Avenue North

Birmingham, Alabama 35203

address

WARRANTY DEED-

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten (\$10.00) dollars and other good and valuable consideration

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

I-65 Investment Properties, a General Partnership

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

R. W. Cole and William A. Cole

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

See attached legal description


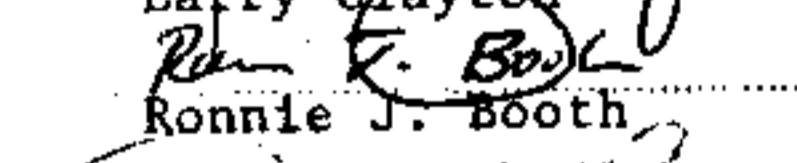

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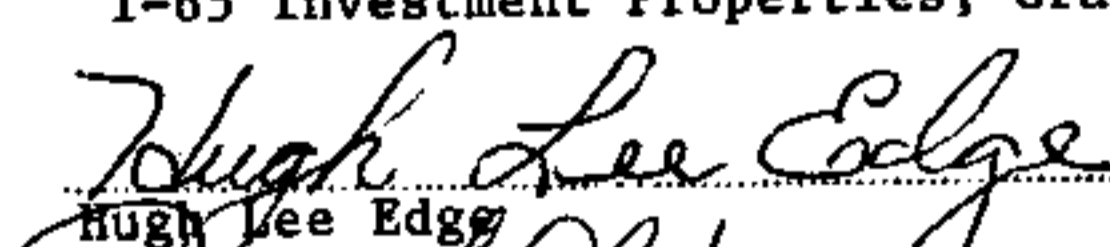



TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

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

IN WITNESS WHEREOF, We have hereunto set ~~OUR~~ hands(s) and seal(s), this 10th day of November, 1988

I-65 Investment Properties, Grantors:

 (Seal)
Larry Clayton
 (Seal)
Ronnie J. Booth
 (Seal)
James E. Roberts

 (Seal)
Hugh Lee Edge
 (Seal)
James L. Clayton
 (Seal)
Thomas N. Clayton
 (Seal)
Wayne Booth
General Acknowledgment

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Clayton, Ronnie J. Booth, James E. Roberts, Wayne Booth, Hugh Lee Edge, whose name are James L. Clayton and Thomas N. Clayton, signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of November, A. D. 1988

Land Title

Notary Public

EXHIBIT A

Commence at the northwest corner of the northeast quarter of the northeast quarter of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence S 89 degrees, 11' 26" E along the north line of said quarter - quarter section a distance of 227.95' to a point; thence run S 29 degrees, 39' 48" E a distance of 353.99' to the point of beginning of the property being described, thence continue along last described course a distance of 225.00' to a point; thence run S 89 degrees, 13' 37" E a distance of 299.85' to a point on the westerly margin of Shelby County Road #87; thence run S 14 degrees, 27' 11" E along said Road margin a distance of 302.89' to a point; thence run S 82 degrees, 34' 13" W a distance of 50.38' to a point; thence run S 14 degrees, 27' 11" E a distance of 50.38' to a point on the northerly margin of Airpark Industrial Road; thence run S 82 degrees, 34' 13" W along the north line of said Airpark Industrial Road a distance of 292.00' to a point; thence run N 14 degrees, 27' 11" W a distance of 403.90' to a point; thence run N 16 degrees, 51' 32" W a distance of 203.56' to the point of beginning. There is a 20' easement along the north and northwesterly lines of this property as shown hereon the plat. Situated in Shelby County, Alabama.

Subject to:

1. Right of way to Shelby County as recorded in Volume 244, page 129 and Volume 239, page 237 in the Probate Office of Shelby County, Alabama, provided, however, Grantor warrants that said rights of way do not encroach upon, or affect use of the real estate except as set forth on the survey attached hereto as Exhibit *E.g. 1/*
2. Mining and mineral rights and rights incident thereto as recorded in Volume 352, page 805 in the Probate Office of Shelby County, Alabama.
3. Release of damages (i.e. paragraph 1 on pages 2 and 3 of deed) as recorded in Volume 352, page 805 in the Probate Office of Shelby County, Alabama.
4. Grantor acquired this property from the Mead Land Service, Inc. Incident to such conveyance, 1-65 Investment Properties, Inc. agreed to release and hold Mead Land Services, Inc. harmless for any incident, injury or accident relating to any past mining operations. Grantee likewise releases Grantors on the same terms (i.e. paragraph 1 on pages 2 and 3 of deed) as recorded in Shelby County Real Volume 352, Page 805.
5. Restrictive covenants attached hereto as Exhibit B.

RESTRICTIVE COVENANTS ON THE AIRPARK
INDUSTRIAL COMPLEX, SHELBY COUNTY, ALABAMA
OWNED BY I-65 INVESTMENT PROPERTIES

gpc

These covenants are promulgated by the owners of I-65 Investment Properties for the purpose of maintaining an attractive industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owners' request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be handled initially by the I-65 Investment partnership. Upon the project's completion, I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the Airpark Industrial Complex who are actually in business in the subdivision. After all lots are sold, these individuals may from time to time make such changes as they deem necessary and appropriate for the best interest of the property owners.

1. All grounds shall be maintained and landscaped in an attractive manner.

2. There shall be no mobile homes allowed in the subdivision unless such permission has been obtained from the architectural committee and in no case to exceed more than a six (6) month period for the purpose of construction of buildings, etc.

3. There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles, trucks, and other items associated with a business.

4. No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.

5. All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.

6. No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.

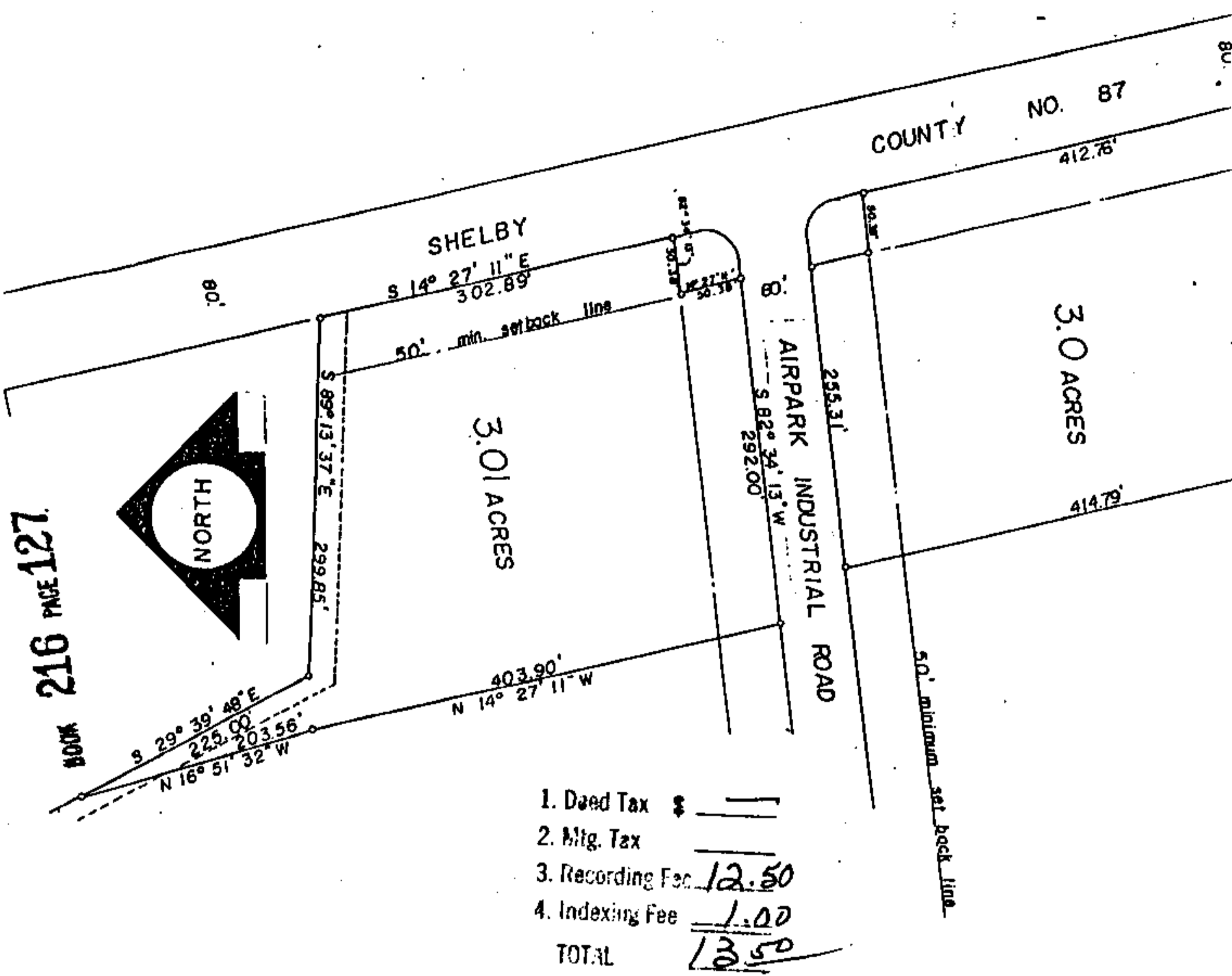
7. The setback line for construction of buildings shall be 50 (fifty) feet from the road with the fenced area not to extend into the setback area.

8. I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.

These covenants shall run with the land and each owner agrees and acknowledges that he has been furnished a copy of such restrictions and that he will abide by same. Likewise, the owner shall advise any assigns of such covenants and upon sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he shall be liable for such action as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of his breach of these covenants. In such event, owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

Exhibit C

gle



1. Deed Tax	\$
2. Mtg. Tax	
3. Recording Fee	12.50
4. Indexing Fee	1.00
TOTAL	13.50

STATE OF ALABAMA
COUNTY OF SHELBY

I, Joseph E. Conn, Jr., a registered Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon, that there are no visible encroachments of any kind upon the subject property except as shown hereon, that steel pin corners have been set at all property corners and that I have consulted the Federal Insurance Administration's Flood Hazard Map for the area and have determined that the subject property is not in a flood prone area, the correct legal description, by metes and bounds, being as follows:

Commence at the northeast corner of the northeast quarter of the northeast quarter of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama and run thence S 89° 11' 26" E along the north line of said quarter-quarter section a distance of 227.95' to a point. Thence run S 29° 39' 48" E a distance of 353.99' to the point of beginning of the property being described. Thence continue along a last described course a distance of 225.00' to a point. Thence run S 89° 13' 37" E a distance of 299.85' to a point on the westerly margin of Shelby County Road # 87. Thence run S 14° 27' 11" E along said Road margin a distance of 302.89' to a point. Thence run S 82° 34' 13" W a distance of 50.38' to a point. Thence run S 14° 27' 11" E a distance of 50.38' to a point on the northerly margin of Airpark Industrial Road. Thence run S 82° 34' 13" W along the north line of said Airpark Industrial Road a distance of 292.00' to a point. Thence run N 14° 27' 11" W a distance of 403.90' to a point. Thence run N 16° 51' 32" W a distance of 203.56' to the point of beginning, containing 3.01 acres and subject to all agreements, easements, restrictions and/or limitations of probated record or applicable law. There is a 20' easement along the north and northerly lines of this property as shown hereon the plat.

According to my survey this the 7th day of November, 1988

Joseph E. Conn, Jr.
Ala. Reg. No. 9049

File No. 3545
Airpark Ind. Complex
Wayne Booth
Nov. 1988

SURVCONN
ENGINEERS • SURVEYORS
PELHAM HALL
PELHAM, ALABAMA 35124

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
88 DEC -2 AM 11:50

Joseph E. Conn, Jr.
JUDGE OF PROBATE

