

Send Tax Notice To:

Danny Logan, President
Champion Heating & Air, Inc.

Pelham, Alabama 35124

STATE OF ALABAMA)

SHELBY COUNTY)

WARRANTY DEED

THIS IS A WARRANTY DEED executed and delivered this 23rd day of July, 1992 by Clayton-Bailey Properties, an Alabama general partnership (hereinafter referred to as the "Grantor"), to Champion Heating & Air, Inc. (hereinafter referred to as the "Grantees").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Forty Four Thousand Three Hundred Sixty Nine and No/100 Dollars (\$44,369.00) in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the Grantee, its successors and assigns, the following described real estate, situated in the City of Pelham, Shelby County, Alabama, to-wit:

A parcel of land situated in the South Half of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; Thence proceed South 0° 19' 52" West along the West line of said quarter-quarter, 654.74 feet to a point; Thence proceed South 87° 49' 10" East, 105.62 feet to an iron pin set, said point also being THE POINT OF BEGINNING; Thence continue along previous course, 129.83 feet to an iron pin set; Thence South 2° 08' 18" West, 161.74 feet to an iron pin set; Thence North 87° 51' 42" West, 41.41 feet to an iron pin set; said point also being the beginning of a curve to the right, said curve having a Delta angle of 53° 43' 29", a Radius of 20.00 feet and a Chord bearing of North 60° 59' 58" West; Thence along the Arc of said curve 18.75 feet to an iron pin set, also being the end of said curve and the beginning of a curve to the right, said curve having a Delta angle of 63° 13' 21", a Radius of 40.00 feet and a Chord bearing of North 65° 44' 54" West; Thence along the Arc of said curve, 44.14 feet to an iron pin set; Thence North 11° 30' 00" West, 141.88 feet to THE POINT OF BEGINNING.

Said Parcel Containing 17065 ± Square feet or 0.39 Acres More or Less.

Together with a non-exclusive easement for vehicular and pedestrian ingress and egress over and across that certain private drive situated adjacent to and extending along the eastern most boundary of the foregoing described property as shown by that certain survey of Jim C. McCullers dated March 8, 1988, together with a non-exclusive utility easement over and across that portion of such private drive which is immediately adjacent to the foregoing described property for the purpose of enabling the Grantees to "tap on" or connect to existing utilities located in such private drive. Provided, however, Grantor reserves the right to dedicate said private drive to the City of Pelham, Alabama.

This conveyance is subject to the following:

1. General and special taxes or assessments for 1992 and subsequent years not yet due and payable.

1991 Ad valorem Tax Id No. 58-10-9-31-3-001-011

2. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 168 Page 263 and amended in Real 220 Page 94 in Probate Office.

3. Transmission Line permit(s) to Alabama Power Company as shown by Deed Book 138 Page 51 in Probate Office.

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F.A.

4. Right(s) of Way(s) granted for telephone lines by instrument(s) recorded in Deed Book 56 Page 296 in Probate Office.

5. Easement(s) to Alabama Power Company and South Central Bell as shown by instrument recorded in Real 99 Page 474 in Probate Office.

6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 61 Page 9 and Deed Book 80 Page 325 in Probate Office.

TO HAVE AND TO HOLD, the aforegranted permises to the said Grantee, its successors and assigns forever.

And the Grantor for itself and for its successors and assigns, covenant with the said Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that the Grantor has a good right to sell and convey the same as aforesaid; and that the Grantor, its successors and assigns, shall warrant and defend said premises to the Grantee, its successors and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Clayton-Bailey properties, an Alabama general partnership, acting through its general partner, has caused this Warranty Deed to be executed this 23rd day of July, 1992.

*"\$33,300.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith."

Clayton-Bailey Properties
an Alabama general partnership

By:

Neil Bailey
General Partner

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Neil Bailey, whose name as General Partner of Clayton-Bailey properties, an Alabama general partnership, with full authority, executed the same voluntarily, on the day the same bears date, for and as the act of Clayton-Bailey Properties.

Given under my hand and official seal this 23rd day of July, 1992.

Donna J. Schmidt
Notary Public

My Commission Expires: MY COMMISSION EXPIRES FEBRUARY 2 1995

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07/30/1992-15488
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 20.50