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This instrument prepared by DAVID LEE JONES, attorney, 2309 Court St., P. O. Box 909, Guntersville, AL 35976, (205) 582-0588. Unless separately contracted, the draftsman makes no warranties as to the sufficiency of the interest conveyed.

STATE OF ALABAMA - SHELBY COUNTY

GENERAL WARRANTY DEED

Inst. # 1993-35729

11/10/1993-35729

05:48 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

007 NJS 24.50

KNOW ALL MEN, in consideration of Ten and no/100 Dollars plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THOMPSON-NASH DEVELOPMENT COMPANY, AN ALABAMA GENERAL PARTNERSHIP, herein GRANTOR, does hereby grant, bargain, sell and convey unto DONALD E. SPURLIN, SHANE R. WILKS, CRAIG G. WILKS AND ED GOODWIN, herein GRANTEE, heirs and/or assigns, the following described real property:

Part of the NW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, which is more particularly described as follows: Commence at the NW corner of the NW 1/4 of said Section; thence run East along the North line of said 1/4 Section for a distance of 369.52 feet; thence 90° 00' 00" right and run Southerly for a distance of 1,089.47 feet to a point on a traverse line of Old Bishop Creek shown on a survey of a 7.40 acre tract, dated July 11, 1978, made by John E. Norton, Ala. Reg. P.E. and L.S. No. 10287; thence 57° 15' 38" Left and run Southeasterly along said traverse line for a distance of 317.57 feet; thence 26° 59' 56" left and continue along said traverse for a distance of 170.50 feet; thence 29° 51' 32" left and run along said traverse for a distance of 99.28 feet; thence 54° 36' 27" left and run along said traverse for a distance of 293.24 feet to point of spiral of a curve on U.S. Highway 31 South; thence 05° 40' 36" left to the right of way tangent of said Highway; thence reverse course and from said tangent extended Southerly turn an angle to the right of 05° 40' 36" and run along said Traverse line for a distance of 77.84 feet to the point of beginning; thence 88° 22' 28" right and run Westerly for a distance of 203.00 feet; thence 86° 21' 41" right and run Northerly for a distance of 100.00 feet; thence 93° 39' 02" right and run Easterly for a distance 210.0 feet to a point on the West right of way line of U.S. Highway 31 South; thence 94° 03' 48" right and run Southerly along said right of way line for a distance of 22.00 feet to said point of spiral curve; thence continue Southerly along said spiral curve and said right of way line for a distance of 78.00 feet; thence run Westerly for a distance of 5.02 feet to the point of beginning. Said Parcel contains 20,883.87 square feet or 0.48 acres, more or less, according to the survey of Joseph A. Miller, Jr., Ala. Reg. No. 2875, dated July 15, 1993. (A:11684/17)

This conveyance, however, is subject to the following:

A. Ad valorem taxes due October 1, 1994, which the GRANTEE agrees to pay.

B. Any valid adverse title as to minerals, oil or mining rights, easements or rights-of-way, covenants running with the land, encroachments or other matters or defects shown by a survey of the property herein conveyed.

C. Easement for sanitary sewer also terms and conditions pertaining thereto as set out in Agreement recorded in Instrument No. 1193-785.

Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the GRANTEE, heirs and/or assigns forever.

The GRANTOR, for itself and its heirs covenant to the GRANTEE, heirs and/or assigns, that the GRANTOR is lawfully seized in fee simple of the property conveyed herein; that the property is free from all encumbrances, unless otherwise noted above; that the GRANTOR has a good right to sell and convey the same and the GRANTOR will warrant and defend the same to the GRANTEE, heirs and/or assigns, against the lawful claims of all persons.

R. Nelson Nash does hereby warrant that he is fully authorized to bind the Partnership and that his signature thereto shall be the legal and valid act of said Partnership pursuant to that certain Consent attached hereto as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, the GRANTOR has hereunto set their hand/s and seal/s on this the 20th day of October, 1993.

THOMPSON-NASH DEVELOPMENT
COMPANY, AN ALABAMA GENERAL
PARTNERSHIP

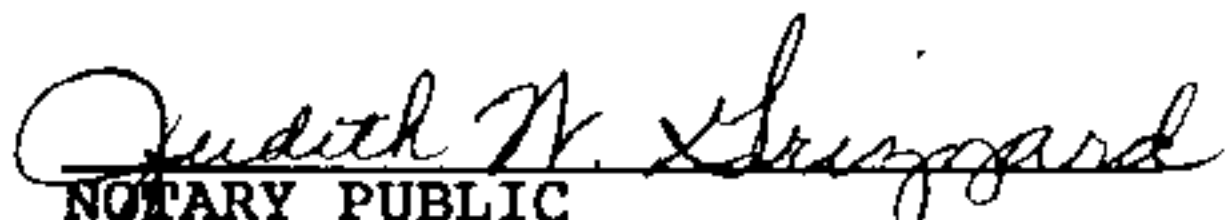

R. NELSON NASH
ITS: PARTNER

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT FOR PERSON
IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that R. NELSON NASH, whose name as PARTNER for THOMPSON-NASH DEVELOPMENT COMPANY, AN ALABAMA GENERAL PARTNERSHIP, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he, in his capacity as such PARTNERS, executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this the 20th day of October, 1993.


NOTARY PUBLIC
My Commission Expires: 4-25-95

TAX STATEMENTS SHOULD
BE SENT TO: GRANTEES 40 Jan Spurlin
ADDRESS: P.O. Box 6

Albertville AL 35950

Exhibit A

COLONIAL BANK LOAN NO. _____

PARTNERSHIP CONSENT OF
THOMAS-NASH DEVELOPMENT COMPANY

The undersigned being all of the Partners of Thompson-Nash Development Company, an Alabama General Partnership, created by virtue of that Partnership Agreement dated the 29th day of August, 1978, a copy of which is of record in Partnership Book 001, Page 389, in the Probate Records of Shelby County, Alabama, hereinafter "Partnership", and their respective spouses, if married and such spouses are not signing as partners, do hereby acknowledge, represent and consent as follows:

1. The undersigned partners are all of the partners of the Partnership. The Partnership owns the following described real property:

Part of the NW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, which is more particularly described as follows: Commence at the NW corner of the NW 1/4 of said Section; thence run East along the North line of said 1/4 Section for a distance of 369.52 feet; thence 90° 00' 00" right and run Southerly for a distance of 1,089.47 feet to a point on a traverse line of Old Bishop Creek shown on a survey of a 7.40 acre tract, dated July 11, 1978, made by John E. Norton, Ala. Reg. P.E. and L.S. No. 10287; thence 57° 15' 38" Left and run Southeasterly along said traverse line for a distance of 317.57 feet; thence 26° 59' 56" left and continue along said traverse for a distance of 170.50 feet; thence 29° 51' 32" left and run along said traverse for a distance of 99.28 feet; thence 54° 36' 27" left and run along said traverse for a distance of 293.24 feet to point of spiral of a curve on U.S. Highway 31 South; thence 05° 40' 36" left to the right of way tangent of said Highway; thence reverse course and from said tangent extended Southerly turn an angle to the right of 05° 40' 36" and run along said Traverse line for a distance of 77.84 feet to the point of beginning; thence 88° 22' 28" right and run Westerly for a distance of 203.00 feet; thence 86° 21' 41" right and run Northerly for a distance of 100.00 feet; thence 93° 39' 02" right and run Easterly for a distance 210.0 feet to a point on the West right of way line of U.S. Highway 31 South; thence 94° 03' 48" right and run Southerly along said right of way line for a distance of 22.00 feet to said point of spiral curve; thence continue Southerly along said spiral curve and said right of way line for a distance of 78.00 feet; thence run Westerly for a distance of 5.02 feet to the point of beginning. Said Parcel contains 20,883.87 square feet or 0.48 acres, more or less, according to the survey of Joseph A. Miller, Jr., Ala. Reg. No. 2875, dated July 15, 1993. (A:11684/17)

hereinafter referred to as "Real Property".

2. All of the terms and conditions of that certain Agreement for the Purchase and Sale of Real Property by and between the Partnership and Donald E. Spurlin, Shane R. Wilks, Craig G. Wilks, and Ed Goodwin, dated the 9th day of June, 1993, relating to the real property described above are hereby ratified and confirmed.

3. That R. Nelson Nash is hereby authorized to execute such documents, deeds, settlement statements, environmental certificates and other matters as may be required to effect the sale of the real property pursuant to the Sales Contract enumerated herein. Further, R. Nelson Nash is hereby authorized to make decisions relative to the payment of costs associated with the closing.

4. That R. Nelson Nash is hereby authorized to supplement that certain Sewer Easement Agreement recorded the 8th day of January, 1993, as Instrument No. 1993-00785 by and between the

Partnership and Hill Chevron, Inc., an Alabama corporation, pursuant to Paragraph No. 2 of Page 3 of said Agreement to substitute a more specific legal description of the sewer line contemplated in the said Agreement to specifically identify by metes and bounds, the real property covered by said easement as it crosses the real property. Further, all terms and conditions of said Sewer Easement Agreement are hereby ratified and confirmed.

5. Should there be any inconsistencies between the terms of this Consent and the Partnership Agreement as the same has, from time to time, been amended, the terms of this Consent shall govern. Further, the undersigned wish to restate the terms of said Partnership Agreement to show that the Partnership has been amended seven (7) times by virtue of the following Amendments:

- A. First Amendment dated the 15th day of March, 1980.
- B. Second Amendment dated the 17th day of March, 1980.
- C. Third Amendment dated the 18th day of April, 1980.
- D. Fourth Amendment dated the 13th day of May, 1980.
- E. Fifth Amendment dated the 2nd day of September, 1983.
- F. Sixth Amendment dated the 4th day of October, 1985.
- G. Seventh Amendment dated the 29th day of July, 1991.

The parties do restate the present ownership composition of the Partnership to be as follows:

R. Nelson Nash	25.00%
W. Frank Vawter	20.75%
James H. Blanton	6.25%
Harvey C. Monk	10.50%
Paul W. Samuelson	12.50%
Giovanna Peshke	25.00%
	<hr/>
	100.00%

6. The execution, delivery and performance by the Partnership of the transactions contemplated herein do not require any further partnership approval or the approval or consent of any trustee or the holders of any indebtedness of the Partnership, and further that the action does not contravene any law, regulation, or order binding on the Partnership and do not constitute a default under any contract or other agreement or instrument to which the Partnership may be bound.

7. All documentation when executed by R. Nelson Nash as the sole general partner for this transaction on behalf of the Partnership, will become binding and enforceable obligations against the Partnership.

DATED THIS the 29th day of OCTOBER, 1993.

THOMPSON-NASH DEVELOPMENT
COMPANY, AN ALABAMA GENERAL
PARTNERSHIP

R. Nelson Nash
BY: R. NELSON NASH
ITS: PARTNER

Giovanna Peshke
BY: GIOVANNA PESHKE
ITS: PARTNER

W. Frank Vawter
BY: W. FRANK VAWTER
ITS: PARTNER

Paul N. Samuelson
BY: PAUL N. SAMUELSON
ITS: PARTNER

Harvey C. Monk
BY: HARVEY C. MONK
ITS: PARTNER

James H. Blanton
BY: JAMES H. BLANTON
ITS: PARTNER

STATE OF Alabama,
Jefferson COUNTY)

ACKNOWLEDGMENT FOR PERSON
IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that R. NELSON NASH, whose name as Partner for Thompson-Nash Development Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he/she, in his/her capacity as such partner, executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this the 1st day of November 23, 1993.

Paula Watter
NOTARY PUBLIC

My Commission Expires: 11/7

MY COMMISSION EXPIRES 11/7
BONDED THROUGH NOTARY PUBLIC

STATE OF Alabama
Jefferson COUNTY)

ACKNOWLEDGMENT FOR PERSON
 IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that GIOVANNA PESHKE, whose name as Partner for Thompson-Nash Development Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he/she, in his/her capacity as such partner, executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this the 29th day of October, 1993.

Paula Watts
 NOTARY PUBLIC
 My Commission Expires: Nov. 20, 1997.
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF Alabama
Jefferson COUNTY)

ACKNOWLEDGMENT FOR PERSON
 IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that W. FRANK VAWTER, whose name as Partner for Thompson-Nash Development Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he/she, in his/her capacity as such partner, executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this the 29th day of October, 1993.

Paula Watts
 NOTARY PUBLIC
 My Commission Expires: Nov. 20, 1997.
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
 BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF Alabama
Jefferson COUNTY)

ACKNOWLEDGMENT FOR PERSON
 IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that PAUL N. SAMUELSON, whose name as Partner for Thompson-Nash Development Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he/she, in his/her capacity as such partner, executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this the 29th day of October, 1993.

Lana Idall
 NOTARY PUBLIC
 My Commission Expires: 8-12-96

STATE OF Alabama
Jefferson COUNTY)

ACKNOWLEDGMENT FOR PERSON
IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that HARVEY C. MONK, whose name as Partner for Thompson-Nash Development Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he/she, in his/her capacity as such partner, executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this the 29th day of October 1993.

Paula Watts
NOTARY PUBLIC
My Commission Expires: NOV 20, 1997
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov. 20, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF Alabama
Jefferson COUNTY)

ACKNOWLEDGMENT FOR PERSON
IN REPRESENTATIVE CAPACITY

I, the undersigned, a Notary Public in and for said County and State hereby certify that JAMES H. BLANTON, whose name as Partner for Thompson-Nash Development Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the same, he/she, in his/her capacity as such partner, executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this the 29 day of October, 1993.

Linda R. Ellner
NOTARY PUBLIC
My Commission Expires: SEPTEMBER 19, 1997
MY COMMISSION EXPIRES SEPTEMBER 19, 1997

THIS INSTRUMENT PREPARED BY:
David Lee Jones
JONES AND MILWEE
P. O. Box 909
Guntersville, AL 35976

Inst. # 1993-35729

Page 60/1993-35729
05:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MJS 24.50