

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Weatherly Investment Group, L.L.C. (hereinafter referred to as "Weatherly") and Durall Parker Dobbins (hereinafter referred to as "Dobbins") enter into this agreement on this the 17th day of January, 1994.

W I T N E S S E T H:

WHEREAS, the undersigned Weatherly is the owner of that certain parcel of real estate identified as Parcel No. 1 on that drawing of the Dobbins Property which is attached hereto marked Exhibit "A" and specifically made a part of this Agreement; and

WHEREAS, the undersigned Dobbins is the owner of Parcel Nos. 2 and 3 as shown on Exhibit "A" and having acquired title to the same as a result of a simultaneous partial distribution of property formerly owned by Dobbins Brothers, Ltd.; and

WHEREAS, the undersigned parties now desire to enter into this Agreement, which said agreement calls for a mutual tax free exchange of their respective properties as described aforesaid;

NOW THEREFORE, the undersigned parties, in consideration of the mutual exchange of properties agree as follows:

1. Weatherly shall convey unto Dobbins all the real estate shown and identified as Parcel No. 1 on the attached Exhibit "A" for and in consideration of the exchange by Dobbins to Weatherly

Durall P. Dobbins
2918 7th Ave. So.

Birmingham, Al. 35233

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for the property identified as Parcel Nos. 2 and 3 shown on said Exhibit "A".

2. It is the intent of these parties that the proposed real estate transaction shall be a Section 1031 tax free exchange of the Internal Revenue Code of 1954.

3. This real estate transaction shall be closed on or before the ____ day of _____, 19____.

4. Each party shall pay the cost of the title insurance policy on the real estate transferred to it. Each grantor shall warrant that each parcel of property being transferred is free and clear of all liens and encumbrances.

5. Each party shall pay its own closing costs for their respective tract and there shall be no proration of the ad valorem taxes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of January, 1994.

WEATHERLY INVESTMENT GROUP, L.L.C.

BY: Thomas J. Thornton
THOMAS J. THORNTON
ITS: MANAGING PARTNER

Durall Parker Dobbins
DURALL PARKER DOBBINS

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS J. THORNTON, whose name as MANAGING PARTNER of WEATHERLY INVESTMENT GROUP, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such partner with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the 17th day of January, 1994.

Marie E. Edson
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DURALL PARKER DOBBINS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 17th day of January, 1994.

Marie E. Edson
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT "A"

PARCEL 1

Commence at the S.E. corner of the S.W. 1/4 of the N.E. 1/4, Section 31, Township 20 South, Range 2 West; thence N 0deg-01'30" E and run a distance of 698.23'; thence N 00deg-01'30" E and run a distance of 556.12' to The Point of Beginning; thence S 89deg-59'20" E and run a distance of 348.33'; thence N 00deg-00'37" E and run a distance of 1414.41'; thence N 89deg-58'04" W and run a distance of 349.50'; thence S 00deg-30'18" E and run a distance of 277.52'; thence S 00deg-06'-30" W and run a distance of 400.27'; thence S 00deg-05'25" W and run a distance of 399.97'; thence S 00deg-01'30" W and run a distance of 336.79' to The Point of Beginning.

Said parcel contains 11.295 acres more or less.

PARCEL 2

Commence at the S.E. corner of the S.W. 1/4 of the N.E. 1/4, Section 31, Township 20 South, Range 2 West; thence N 0deg-01'30" E and run a distance of 698.23'; thence S 43deg-23'19" W and run a distance of 962.28'; thence N 89deg-54'26" E and run a distance of 660.73' to The Point of Beginning.

Said parcel contains 5.295 acres more or less.

PARCEL 3

Commence at the S.W. corner of the S.W. 1/4 of the N.W. 1/4 Section 31, Township 20 South, Range 2 West; thence N 89deg-54'-26" E and run a distance of 635.97'; thence N 01deg-32'38" W and run a distance of 411.53'; thence S 89deg-54'26" W and run a distance of 635.97'; thence S 01deg-32'38" E and run a distance of 411.53' to The Point of Beginning.

Said parcel contains 6.00 acres more or less.

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