

198,000.00

WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS, THAT,

JEFFERSON COUNTY)

FOR AND IN CONSIDERATION OF One Hundred Dollars (\$100.00), and the assumption of the hereinafter described mortgage, to the undersigned grantor, John Amos Furniture, Inc., an Alabama Corporation, the receipt whereof is hereby acknowledged, the said John Amos Furniture, Inc., an Alabama Corporation, does hereby grant, bargain, sell and convey unto John T. Northrop and Wilbur Hall, Jr., the following described real estate, situated in Shelby County, Alabama, viz:

Inst # 1996-12386

A parcel of land located in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run Northerly along the 1/4 line 506.79 feet; thence left 121°25'36" 240.00 feet to the point of beginning; thence continue along the same course 277.88 feet; thence right 106°46'08" 374.13 feet to the southeast R.O.W. of Alabama Highway No. 119; thence right 86°37'08" to the chord of a curve to the left with a radius of 1949.89 feet and a central angle of 6°45'44"; thence run along the arc of said curve 230.13 feet being along the Southerly R.O.W. of Alabama Highway No. 119; thence interior left Southeasterly 93°22'52" from said chord 309.67 feet to the point of beginning.

Except:

- 1. Joint Driveway Agreement, recorded in Instrument 1994-17716, in the Probate Office of Shelby County, Alabama.
- 2. The rights of upstream and downstream riparian owners with respect to Bishop Creek, bordering subject property.

The grantee herein hereby agrees to pay and assume the indebtedness owing by the grantor herein to the Small Business Administration, as secured by that certain mortgage recorded in Instrument 1995-12552, in the Probate Office of Shelby County, Alabama, the principal balance being \$355,922.52.

TO HAVE AND TO HOLD, to the said John T. Northrop and Wilbur Hall, Jr., their heirs, successors and assigns, forever.

And the undersigned does, for itself, its successors and assigns, covenant with the said John T. Northrop and Wilbur Hall, Jr., that it is lawfully seized in fee simple of said premises; that they are free from all liens and encumbrances, except current ad valorem taxes, and as noted above, that it has a good and present right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall forever warrant and defend the

04/17/1996-12386
08:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 35.00

John T Northrop
P.O. Box 536
O.M., AL 36467

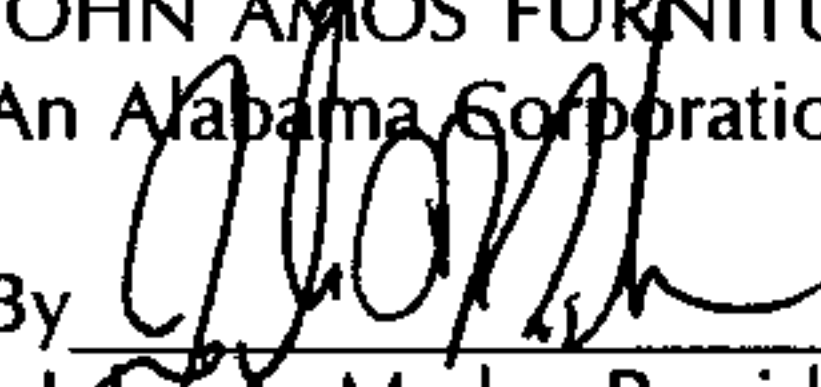
same to the said John T. Northrop and Wilbur Hall, Jr., their heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned has caused these present to be executed on this the 16th day of April, 1996.

WITNESS:



JOHN AMOS FURNITURE, INC.,
An Alabama Corporation

By 
John A. Marks, President

ACKNOWLEDGEMENT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that John A. Marks, whose name as President of the John Amos Furniture, Inc., an Alabama Corporation, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Deed, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation on the day the same bears date.

Given under my hand and seal, this 16th day of April, 1996.


Notary Public
My Commission Expires: 9-27-99

THIS INSTRUMENT PREPARED BY:
W. S. PRITCHARD, JR.
PRITCHARD, McCALL & JONES
800 FINANCIAL CENTER
505 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203

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