

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Birmingham, Alabama 35223

Send Tax Notice to:
RUSHING CORPORATION

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00), the undersigned grantor, **BILLY D. EDDLEMAN**, a married man (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **BILLY D. EDDLEMAN**, a married man, does by these presents, grant, bargain, sell and convey unto **RUSHING CORPORATION** (hereinafter referred to as "Grantee") the following described real estate (the "property"), situated in **SHELBY County, Alabama**, to-wit:

A parcel of land located in the SW 1/4 of the NE 1/4, of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the NW corner of the SW 1/4 of the NE 1/4 of said Section 12; thence Easterly along the North line of said 1/4 1/4 Section a distance of 485.52 feet; thence right 90 deg. 00 min. 00 sec. in a Southerly direction 200.00 feet to a point on the Northerly right of way of Cross Creek Trail; thence right 90 deg. 00 min. 00 sec. in a Westerly direction along said right of way 328.83 feet to a point on a clockwise curve having a central angle of 16 deg. 33 min. 19 sec. a radius of 533.74 feet; thence Westerly along arc of curve a distance of 154.22 feet; thence right 71 deg. 57 min. 41 sec. from tangent in a Northerly direction leaving said right of way 171.93 feet to the point of beginning; being situated in Shelby County, Alabama.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 1999 which are a lien but not due or payable until October 1, 1999.
- (2) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 101 page 513 and Deed Book 108 page 380 in Probate Office.
- (3) Reservation of 30 foot strip along the Southerly side for right of way as set out in Deed book 309 page 29 in the Probate Office.
- (4) Less and except any part of the land lying within road and/or road right of way.
- (5) Eneeroachment of fence(s) along the Northerly boundary as shown on the survey by Amos Cory dated April 14, 1999.
- (6) Less and except that part of the land lying North of the fence(s) running East to West as shown on the survey of Amos Cory dated April 14, 1999.
- (7) Eneeroachment of gravel parking on the West boundary as shown on the survey by Amos Cory dated April 14, 1999.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without

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limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantee(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

The property conveyed herein does not constitute the homestead of the Grantor or his spouse.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, forever.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance of adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said BILLY D. EDDLEMAN, has caused this instrument to be executed by its duly authorized officer this 17th day of May, 1999.

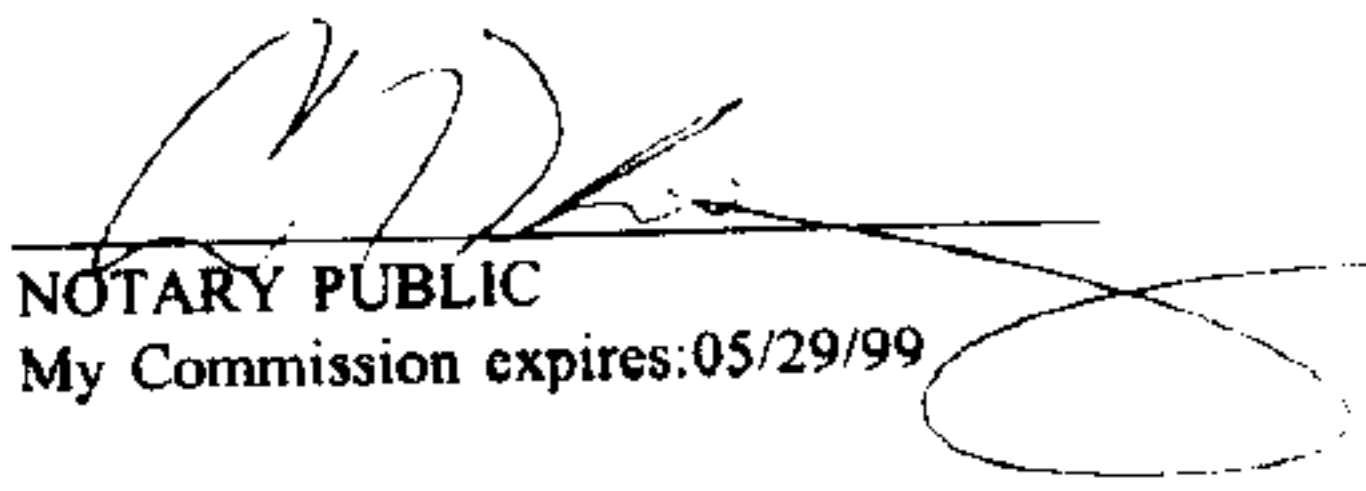
GRANTOR:


BILLY D. EDDLEMAN

**STATE OF ALABAMA)
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State hereby certify that BILLY D. EDDLEMAN, whose name is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 17th day of May, 1999.


NOTARY PUBLIC

My Commission expires: 05/29/99

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

RUSHING CORPORATION

By 
Lance G. Rushing, President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that LANCE G. RUSHING, whose name as President of Rushing Corporation, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said CORPORATION on the day the same bears date.

Given under my hand and official seal of office this the 17th day of May, 1999.


NOTARY PUBLIC

My Commission expires: 9.29.00

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