

STATE OF ALABAMA

SHELBY COUNTY

**WARRANTY DEED**

\$1,500,000.00

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **SONICS ASSOCIATES, INC., AN ALABAMA CORPORATION**, (herein referred to as Grantor) does hereby grant, bargain, sell and convey unto **DAVID D. HOUSE ENTERPRISES, INC., AN ALABAMA CORPORATION** (herein referred to as Grantee), who has a mailing address of P.O. Box 3585,  
OXFORD, AL 36203, the following described real estate situated

in Shelby County, Alabama, to-wit:

A TRACT OF LAND SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 283.46 FEET; THENCE 90 DEG. 00 MIN. 00 SEC. LEFT 729.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARKWAY OFFICE CIRCLE, AND ALSO THE POINT OF BEGINNING; THENCE 40 DEG. 23 MIN. 12 SEC. LEFT, LEAVING SAID RIGHT OF WAY LINE, 262.29 FEET; THENCE 30 DEG. 38 MIN. 09 SEC. RIGHT, 303.59 FEET; THENCE 92 DEG. 43 MIN. 07 SEC. RIGHT, 328.01 FEET; THENCE 82 DEG. 20 MIN. 48 SEC. RIGHT, 495.17 FEET TO THE WEST RIGHT OF WAY LINE OF PARKWAY OFFICE CIRCLE; THENCE 95 DEG. 48 MIN. 12 SEC. RIGHT, 89.70 FEET ALONG SAID RIGHT OF WAY LINE TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 18 DEG. 34 MIN. 36 SEC. AND A RADIUS OF 460.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY 149.14 FEET TO THE POINT OF BEGINNING; SITUATED, LYING AND BEING IN SHELBY COUNTY, ALABAMA.

Simultaneously with the delivery of this deed, Grantee herein has executed a purchase money mortgage in the amount of \$ 1,800,000.00 to SouthTrust Bank to secure an amount borrowed to finance the purchase of, and make improvements to, the above described property.

Subject to the following:

1. Taxes for current year.
2. Restrictions, covenants and conditions as set out in instrument recorded in Misc. Book 13, Page 50, amended in Misc. Book 15, Page 189, amended in Misc. Book 19, Page 633, and amended in Deed Book 327, Page 754.

3. Transmission line permit to Alabama Power Company as shown by instruments recorded in Deed Book 310, Page 595 and Real Record 52, Page 128.5.
4. Easement to South Central Bell recorded in Real Record 153, Page 536.
5. Title to all minerals within and underlying the land described herein, together with all mining and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121, Page 294 and Deed Book 127, Page 140.
6. Restrictions and agreement with Blue Cross/Blue Shield recorded in Misc. 19, Page 690.
7. Change of use agreement as set out in Real Record 284, Page 44.
8. Sanitary sewer easement and other utility easements which affect the land described herein.
9. Easements, or claims of easements not shown by the public records.

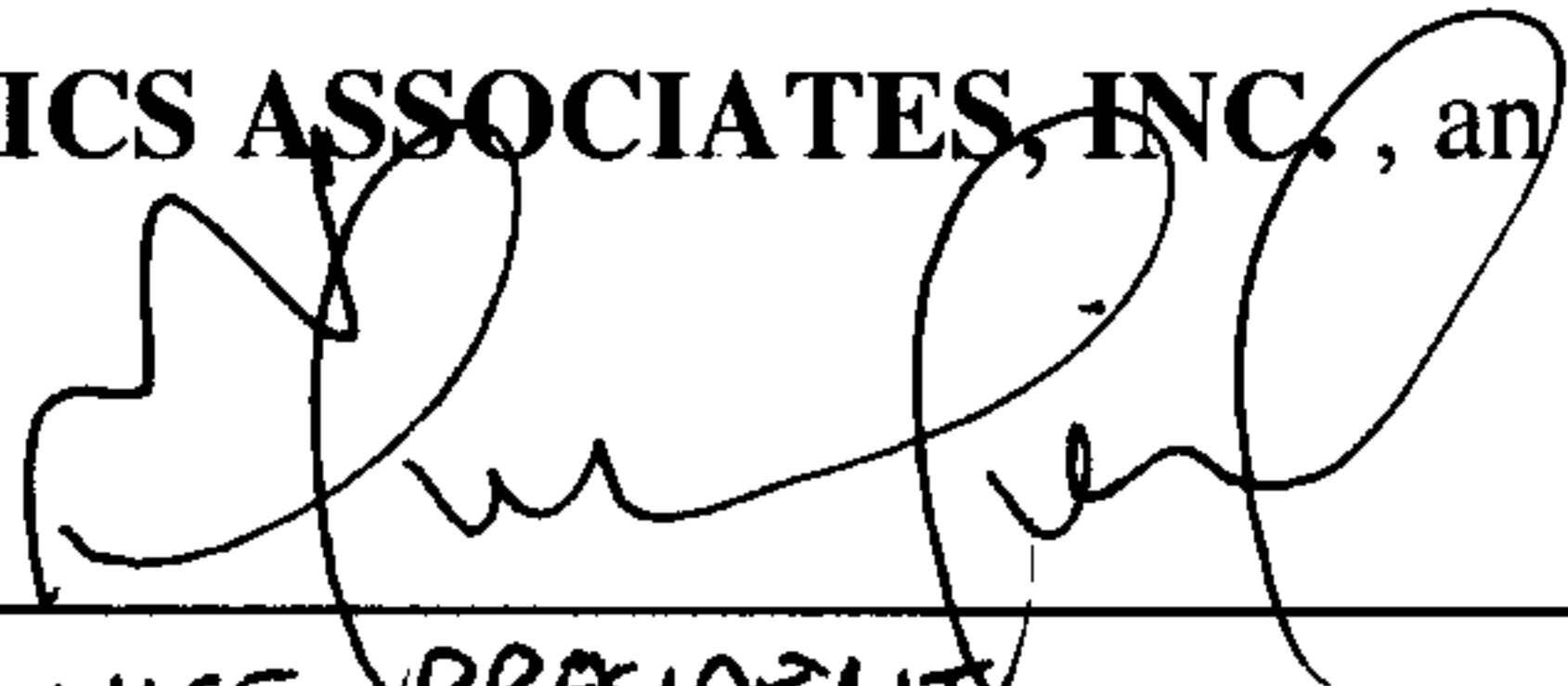
TO HAVE AND TO HOLD to the said Grantee, his successors and assigns forever.

And said **SONICS ASSOCIATES, INC., an Alabama Corporation**, does for itself, its successors and assigns covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee of said premises; that it has a good right to sell and convey the same as aforesaid; that said premises are free from all encumbrances; unless otherwise noted above; and that it and its successors and assigns shall warrant and defend the same to said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Except for the warranties of title set forth herein and except for the warranties provided in that certain General Sales Contract (the "Sales Contract") dated January 10, 2002 between Grantor and Grantee, the Grantee acknowledges and agrees that it accepts the conveyance of the Property in its present condition, "as-is, where-is", subject to all patent and latent defects, if any. The Grantee acknowledges that the Grantee agreed to purchase the above-described Property with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance and legal condition of the Property and that, except for the warranties of title set forth herein and the warranties contained in the Sales Contract, the Grantee is not now relying upon, and will not later rely upon, any representation or warranties made by the Grantor or anyone acting or claiming to act, by, through or under or on Grantor's behalf concerning the Property.



IN WITNESS WHEREOF, **SONICS ASSOCIATES, INC., an Alabama corporation**, has set its hand and seal on this the 22<sup>nd</sup> day of April, 2002, by and through its officer who is duly authorized to execute this conveyance.

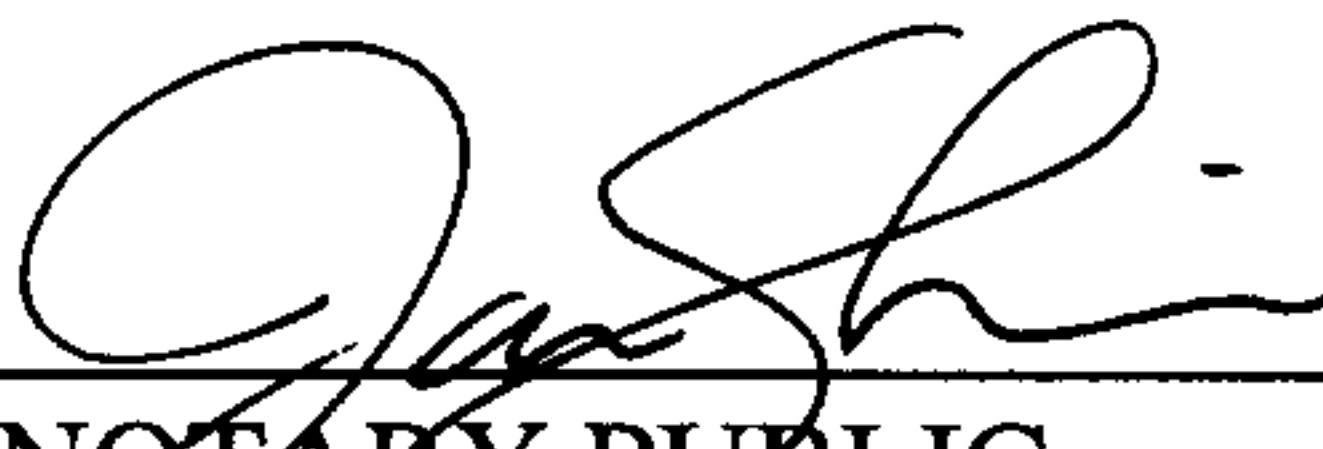
**SONICS ASSOCIATES, INC.**, an Alabama corporation  
BY:  (L.S.)  
ITS: VICE - PRESIDENT

PROVINCE OF ONTARIO, CANADA

I, the undersigned, a Notary Public in and for said Province of Ontario, Canada, hereby certify that EDWARD MACNEIL whose name as VICE - PRESIDENT of **SONICS ASSOCIATES, INC, a corporation**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this the day that, being informed of the contents of said instrument, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal this 22<sup>nd</sup> day of April, 2002.

[SEAL]

  
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NOTARY PUBLIC  
My Commission Expires: n/a

Prepared By:  
Wilson, Pumroy, Turner & James  
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