

PREPARED BY:

SEND TAX NOTICE TO:

TRUSSELL & FUNDERBURG
1916 First Avenue, North
Pell City, Alabama 35125

J & P Leasing, LLC
2455 Dead Hollow Road South
Harpersville, Alabama 35078

=====

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

10,000

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten and no/100 Dollars (\$10.00) to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we, PETER C. WINFORD AND WIFE, JO P. WINFORD, (herein referred to as grantor, whether one or more) grant, bargain, sell and convey unto J & P LEASING, L.L.C., an Alabama Limited Liability Company, (herein referred to as grantee, whether one or more), the following described real estate situated in Shelby County, Alabama, to-wit:

From the S.E. Corner of Section 8, Township 20 South, Range 2 East, being the point of beginning of herein described parcel of land; run thence (TRUE) north 01 degrees 02 minutes 30 seconds east a distance of 1321.25 feet to the accepted NE corner of the SE 1/4 - SE 1/4 of said Section 8; thence north 88 degrees 57 minutes 18 seconds west a distance of 1320.83 feet to the accepted NW corner of said SE 1/4 - SE 1/4; thence south 01 degrees 01 minutes 05 seconds west a distance of 1322.01 feet to the accepted SW corner of said SE 1/4- SE 1/4; thence south 88 degrees 59 minutes 17 seconds east a distance of 1320.29 feet to the point of beginning of herein described parcel of land; subject to rights of way and easements of record.

A parcel of land in the S 1/2 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 8, Township 20 South, Range 2 East, Shelby county, Alabama, described as follows: From the accepted NW corner of the SW 1/4 of NE 1/4 of Section 8, Township 20 South, Range 2 East, run thence south 89 degrees 20 minutes 49 seconds east a distance of 626.58 feet to a point in the center of Morgan Creek; being the point of beginning of herein described parcel of land; thence continue south 89 degrees 20 minutes 48 seconds east a distance of 695.98 feet to the accepted NW corner of the SE 1/4 of NE 1/4 of said Section 8; thence south 89 degrees 20 minutes 48 seconds east a distance of 1322.56 feet to the accepted NE corner of said SE 1/4 of NE 1/4; thence south 00 degrees 56 minutes 32 seconds west a distance of 1323.81 feet to the accepted NE corner of the NE 1/4 of SE 1/4 of said Section 8; thence south 01 degrees 02 minutes 30 seconds west a distance of 1321.26 feet to the accepted SE corner of said NE 1/4 of SE 1/4; thence north 88 degrees 57 minutes 18 seconds west a distance of 1320.83 feet to the accepted SW corner of said NE 1/4 of SE 1/4; thence north 01 degrees 01 minutes 05 seconds east a distance of 1322.01 feet to the accepted SE corner of the SW 1/4 of NE 1/4 of said Section 8; thence north 88 degrees 55 minutes 20 seconds west and run 554.06 feet along the south boundary of said SW 1/4 of NE 1/4 to a point in the center of aforementioned Morgan Creek; thence run northerly along the centerline of said Morgan Creek to the point of beginning of herein described parcel of land being situated in Shelby County, Alabama.

Subject to:

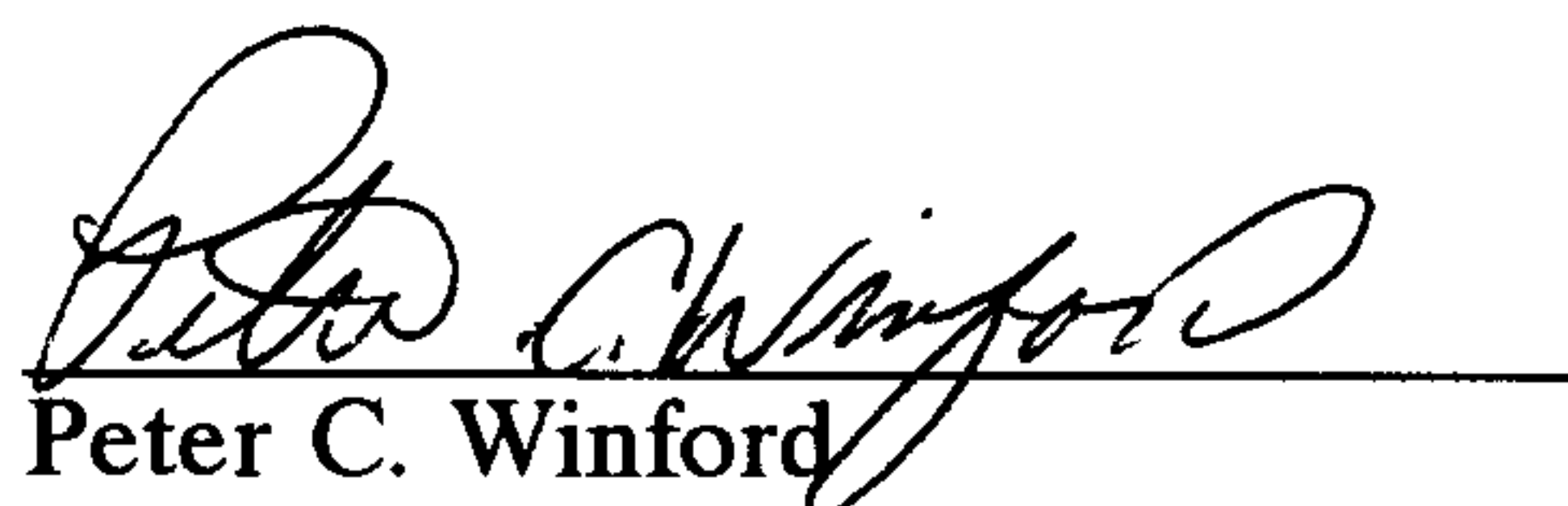
1. Ad valorem taxes due and payable October 1, 2002, and each subsequent year.

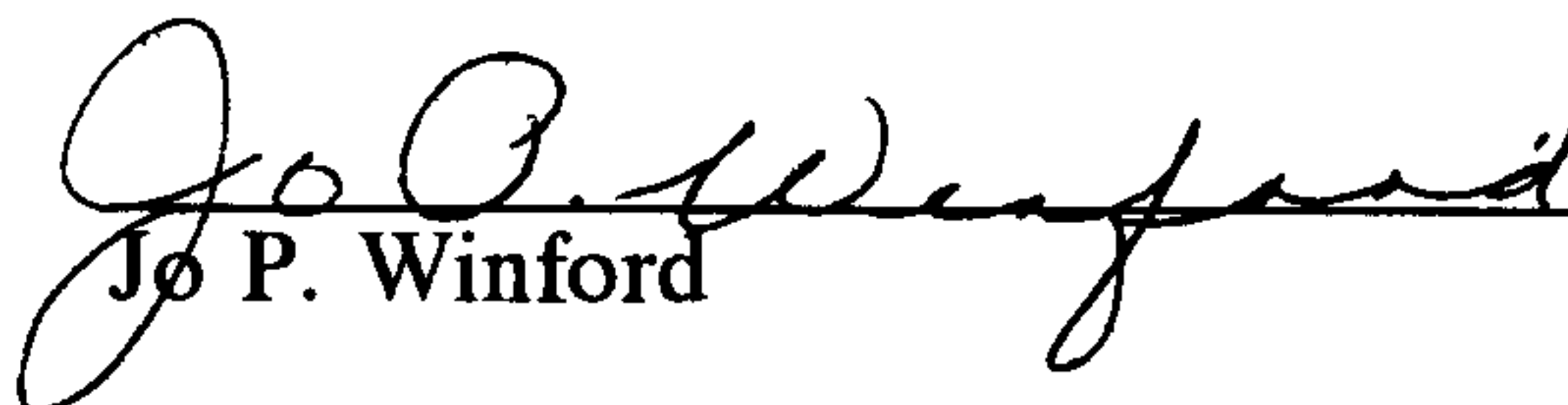
2. Mineral and mining rights not owned by the Grantor herein.
3. Easements, rights of way, deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, etc. which would be disclosed by a true and accurate survey of the property conveyed herein.
4. Restrictions and conditions as shown by instrument #1999-15185 and Instrument #1999-45692, in the Office of the Judge of Probate, Shelby County, Alabama.
5. Rights of up stream and down stream owners and others to the use of and uninterrupted flow of Morgan Creek.
6. Alabama Power Company Right of Way as shown in Deed Book 129, Page 352, Probate Office, Shelby County, Alabama.
7. Existing right of way for Dead Hollow Road South.

TO HAVE AND TO HOLD to the said grantee, its successors and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with said grantee, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of August, 2002.


Peter C. Winford

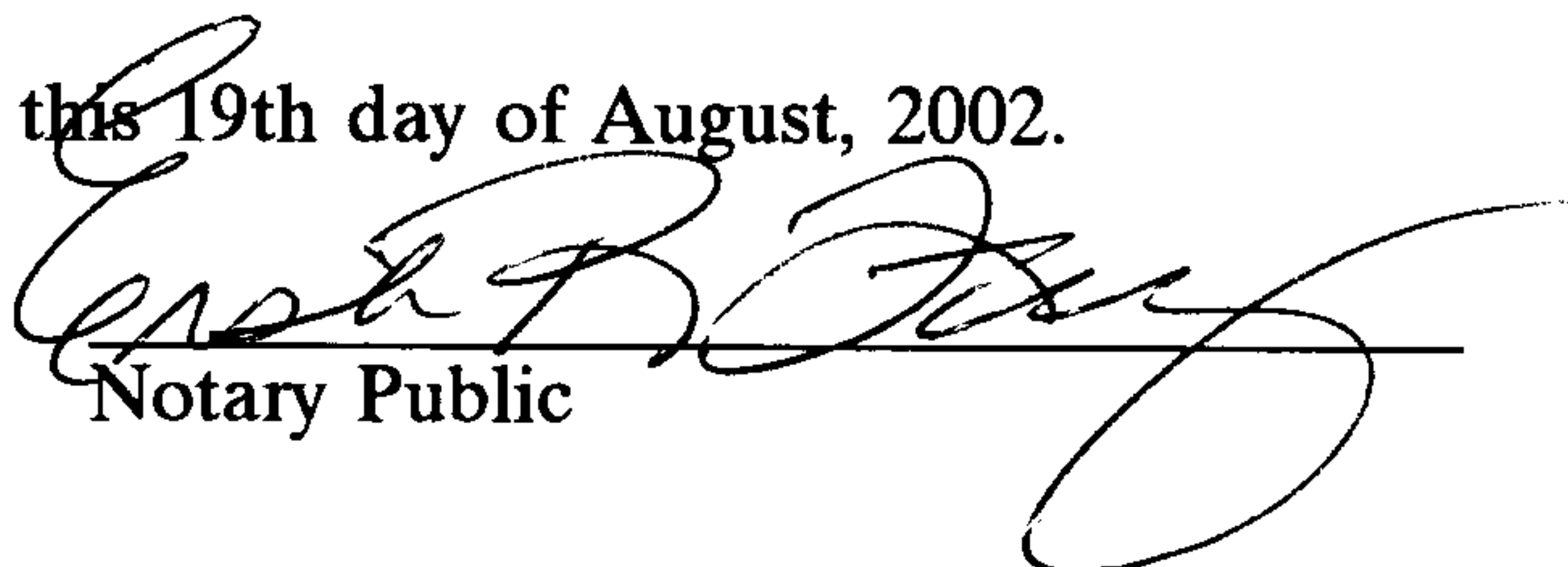

Jo P. Winford

STATE OF ALABAMA

ST. CLAIR COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Peter C. Winford and wife, Jo P. Winford whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of August, 2002.


Notary Public