

SEND TAX NOTICES TO:

PARVEZ ISSA, SOHAIL ISSA, & ROSHAN ISSA 5321 Summer Place Parkway, Hoover, Alabama, 35244

STATUTORY WARRANTY DEED

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Million Fifty-Five Thousand and 00/100 Dollars (\$1,055,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, MOORE OIL CO., L.L.C. (also known as MOORE OIL COMPANY, LLC) (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto PARVEZ ISSA, SOHAIL ISSA, and ROSHAN ISSA (herein referred to as "Grantee"), the real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

TO HAVE AND TO HOLD the described premises to Grantee, its successors and assigns forever.

AND THE GRANTOR will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the <u>5</u> day of February, 2004.

MOORE OIL CO., L.L.C. (also known as

MOORE OIL-COMPANY, LLC

Ronald J. Moore, Sr. (Its Member)

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald J. Moore, Sr., whose name as Member of MOORE OIL CO., L.L.C. (also known as MOORE OIL COMPANY, LLC), a limited liability company, 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 said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the _______day of February, 2004.

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT PREPARED BY AND AFTER RECORDATION SHOULD BE RETURNED TO: William B. Hairston III Engel, Hairston, & Johanson P.C. P.O. Box 11405 Birmingham, AL 35202

(205) 328-4600

EXHIBIT "A" TO WARRANTY DEED AFFIDAVIT AND INDEMNITY NON-FOREIGN AFFIDAVIT

Grantor:

MOORE OIL CO., L.L.C. (also known as MOORE OIL COMPANY, LLC)

Grantee: PARVEZ ISSA, SOHAIL ISSA and ROSHAN ISSA

Lot 4-A, according to the Survey of Oak Mountain Commerce Place, as recorded in Map Book 18, page 58, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the following non-exclusive easement, being 24 feet in width, for ingress and egress, to and from the property across Lot 4, Oak Mountain Commerce Place, as recorded in Map Book 18, page 58, in the Probate Office of Shelby County, Alabama, as such easement is more particularly described as follows:

A strip of land located in the SW % of the SW % of Section 31, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the Northwesterly corner of said % % Section; thence in an easterly direction along the Northerly line of said % % Section a distance of 1228.08 feet to the intersection with the Westerly right of way line of U.S. Highway 31 South; thence 95°55'44" right in a southerly direction along said right of way line a distance of 780.00 feet to the Northeast corner of Lot 4, Oak Mountain Commerce Place, recorded in Map Book 18, page 58, Instrument 1994/11733 in the Probate Office of Shelby County, Alabama; thence 90° right in a Northwesterly direction along the Northerly line of said Lot 4, a distance of 157.20 feet to the point of beginning and the centerline of a 24 foot Access Easement, said easement lying 12 feet on each side of and perpendicular to said centerline; thence 90° left in a Southwesterly direction, a distance of 163.99 feet to the Southerly line of said Lot 4 and the end of herein described easement.

Also, a non-exclusive easement for ingress and egress to the property from U.S. Highway 31 South over and across the strip of land being approximately 50 feet in length which is adjacent to and south of the property.

Also, a non-exclusive easement for ingress and egress to the property by means of the easement described in paragraph 1 above from U.S. Highway 31 South, over and across the main entrance to Oak Mountain Commerce Place Shopping Center, which is located adjacent to and directly north of Lot 3, Oak Mountain Commerce Place.

SUBJECT TO: i) taxes and assessments for the year 2004, a lien but not yet payable; ii) easements recorded in Instrument 1994/16545 and 1993/40397; iii) protective covenants recorded in Instrument 1994/14608 and 1994/16542; iv) transmission line permit to Alabama Power Company recorded as Instrument 1994/243 and in Deed Book 194, page 63, Deed Book 181, page 228, and Deed Book 112, page 258; v) amendment to restrictions or covenants recorded in Instrument 1997/15775; vi) 10 foot warterline easement on east as shown by recorded map; and vii) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.