20091022000397590 1/3 \$314.00 Shelby Cnty Judge of Probate, AL 10/22/2009 10:46:01 AM FILED/CERT

Send Tax Notice To:
Rose Building Systems, L.L.C.
c/o Garry Gain
774 Hwy 31 S
Alabaster, AL 35007

This Instrument Prepared By: W. Wheeler Smith, Esquire 3500 Independence Drive Birmingham, AL 35209

## STATE OF ALABAMA COUNTY OF SHELBY

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Two Hundred Ninety-seven Thousand and no/100 Dollars (\$297,000.00) and other valuable consideration to the undersigned GRANTOR, Crim-Workman Revocable Trust, (HEREINAFTER REFERRED TO AS GRANTOR) in hand paid by Rose Building Systems, L.L.C., an Alabama limited liability company, (HEREINAFTER REFERRED TO AS GRANTEE), the receipt whereof is hereby acknowledged, the said GRANTOR does Grant, Bargain, Sell and Convey unto the said GRANTEE the real estate described upon Exhibit "A", attached hereto, situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

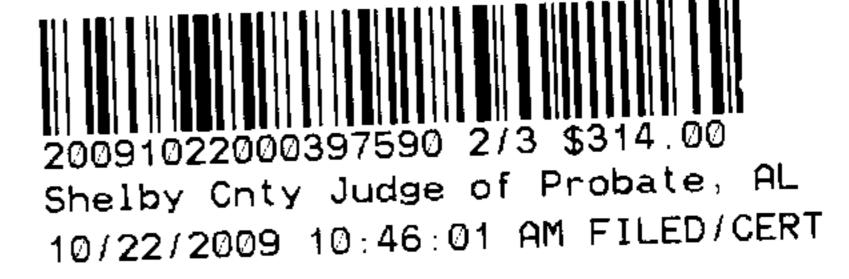
Commence at the Northeast Corner of the above said 1/4 - 1/4' thence North 86 degrees, 34 minutes, 07 seconds West, a distance of 42.42 feet to the point of beginning; thence continue along the last described course, a distance of 249.28 feet; thence South 16 degrees, 43 minutes, 49 seconds East, a distance of 1114.25 feet; thence North 16 degrees, 21 minutes, 21 seconds West, a distance of 126.61 feet to the beginning of a curve to the right, having a radius of 890.00 feet, a central angle of 16 degrees, 20 minutes, 05 seconds and subtended by a chord which bears North 08 degrees, 11 minutes, 19 seconds West and a chord distance 252.88 feet; thence along the arc of said curve, a distance of 253.73 feet; thence North 00 degrees, 01 minutes, 16 seconds West, a distance of 680.38 feet to the point of beginning.

# THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

Shelby County, AL 10/22/2009

State of Alabama Deed Tax : \$297.00



- 3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. Any mining or mineral rights leased, granted or retained by current or prior owners.
- 7. Taxes or assessments for 2009 and subsequent years and not yet due and payable.
- 8. Grant of easement to Lee Outdoor Advertising, L.L.C. as recorded in Instrument #20070406000157730.
- 9. Right of way to Shelby County, Alabama as recorded in Deed Book 241, Page 474.
- 10. Denial of all existing, future, or potential common law or statutory rights of access between subject property and I-65.

TO HAVE AND TO HOLD unto the said GRANTEE, their heirs and assigns forever.

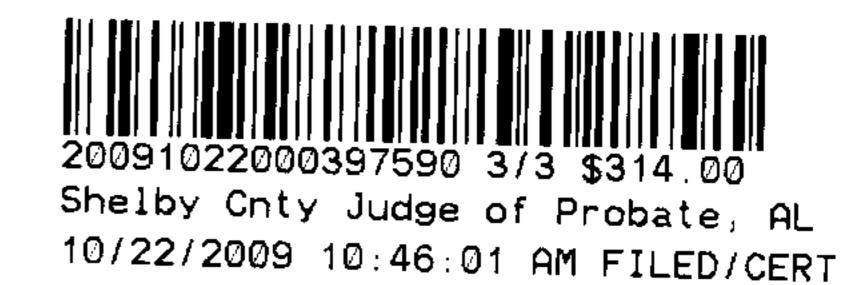
No word, words, or provisions of this instrument are intended to operate as to imply covenants of warranty except the following: GRANTOR does hereby specially warrant the title to said property against lawful claim of all persons claiming by, through or under the GRANTOR.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed by its duly authorized officer on this  $8\frac{1}{2}$  day of 2009.

CRIM-WORKMAN REVOCABLE TRUST

James Louis Workman, Trustee

Tommye R. Workman, Trustee



#### STATE OF ALABAMA SHELBY COUNTY

I, the undersigned Notary Public in and for said County and State, hereby certify that James Louis Workman, whose name as Trustee of the Crim-Workman Revocable Trust, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal this  $\frac{8\pi}{3}$  day of  $\frac{209}{100}$ .

Notary Public

My Commission Expires: 9-10-2013

## STATE OF ALABAMA SHELBY COUNTY

I, the undersigned Notary Public in and for said County and State, hereby certify that Tommye R. Workman, whose name as Trustee of the Crim-Workman Revocable Trust, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal this 80 day of October, 2009.

Notary Public

My Commission Expires: 9-10-2013

Jew)