This instrument was prepared by William C. Wood, Jr.
NORMAN, FITZPATRICK & WOOD, 1100 City Federal Building, Birmingham, Alabama

WARRANTY DEED

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Eleven Thousand, Five Hundred Twenty-two and 68/100 ($111,522.68) Dollars, and the assumption of the loans secured by the mortgages listed below, to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Kenneth H. Hilton and wife, Patti H. Hilton, (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Hoover Ford, Inc., an Alabama corporation (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

A portion of the S 1/2 of the NE 1/4 of Section 33, Township 20 South, Range 3 West, more particularly described as follows: Begin at the NW corner of the S 1/2 of the NE 1/4 of Section 33, Township 20 South, Range 3, West, and run easterly along the north side of the said S 1/2 for 492.35 feet to the point of beginning, then turn an angle of 75° 37' 42" to the right and run southeasterly for 930.82 feet, then turn an angle of 24° 16' 14" to the left and run southeasterly for 161.95 feet, then turn an angle of 80° 28' 15" to the left and run northeasterly for 144.37 feet, then turn an angle of 8° 44' 30" to the right and run northeasterly for 588.94 feet to a point on the west right of way of Shelby County Road No. 17, then turn an angle of 54° 13' 29" to the left and run northeasterly along the west 80 feet R.O.W. of said road No. 17 for 313.48 feet to a point of curvature of the West R.O.W. of said Road (curve to the left with a radius of 5092 ft.), then run Northeasterly along said curved portion of R.O.W. for 462.36 feet to a point on the north side of the S 1/2 of the NE 1/4 of said Section 33, then turn an angle to the left and run westerly along the north side of the said S 1/2 for 1196.10 feet back to the point of beginning.

Subject to:

1. Taxes for 1979.
2. There is a lake on subject property, and a flood easement located on adjoining property which is subject of a lease agreement dated Sept. 16, 1966, recorded in Deed Book 244, Page 725, in the Probate Records of Shelby County, Alabama, and the same is subject to the terms and conditions thereof, and the rights of others to use said lake, as is described in letter from V. W. Gibson, Sr. addressed to Mr. and Mrs. Frank R. Griffin, Exhibit "A".
3. Pipeline easement to Colonial Pipe Line Company dated May 2, 1962, recorded in Deed Book 220, Page 503, in the Probate Office of Shelby County, Alabama.
4. Transmission line permits and public road rights of way of records.
5. Transmission line permit in favor of Alabama Power Company recorded in Deed Book 248, Page 381, in Probate Office.
6. The loans secured by those certain mortgages which are recorded in Mortgage Book 360, Page 220 (subsequent assignment in Misc. Book 17, Page 848) and in Mortgage Book 360, Page 715, respectively, in the office of the Judge of Probate for Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his, her, or their heirs and assigns forever.

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

IN WITNESS WHEREOF, we have hereunto set out hands and seals, this 3rd day of August, 1979.

1979080600100480 1/2 $.00
Shelby Cnty Judge of Probate,AL
08/06/1979 12:00:00AM FILED/CERT

Kenneth H. Hilton (SEAL)

Patti H. Hilton (SEAL)

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STATE OF ALABAMA)
JEFFERSON COUNTY)

General Acknowledgement

I, William C. Wood, Jr., a Notary Public in and for said County, in said State, hereby certify that Kenneth H. Hilton and wife, Patti H. Hilton, whose names are signed to the foregoing conveyance, and who are known to me, acknowledge before me on this day, that, being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of August, A.D., 1979.

Notary Public

BALCH, BINGHAM, BAKER, HAWTHORNE, WILLIAMS & WARD
ATTORNEYS and COUNSELORS
600 NORTH 18th STREET
POST OFFICE BOX 306
BIRMINGHAM, ALABAMA 35201

EXHIBIT "A"

19790806000100480 2/2 $.00
Shelby Cnty Judge of Probate,AL
08/06/1979 12:00:00AM FILED/CERT

September 12, 1966

Mr. and Mrs. Frank R. Griffin
Shelby County, Alabama

Dear Mr. and Mrs. Griffin:

This is to confirm my agreement that I hereby grant to you the privilege to use that part of the lake which I propose building on my property and which will flood approximately 3-1/2 acres on your property for the purpose of swimming, bathing and fishing in that part of the lake on the approximate 3-1/2 acres leased by you to me under a ninety-nine year lease. Provided, however, that your use of this part of the lake for swimming, bathing and fishing will not jeopardize or interfere with the proper maintenance and upkeep of the said lake and that no boats of any kind will be allowed on the said lake.

This privilege is granted to you and the members of your family but is not transferable to any other person or persons. However, I do agree that I will grant similar privileges to any persons who may buy and build homes on the two lots which you own which will be contiguous to the lake and front on the public road as it presently exists, if, as and when you should sell such lots and such persons occupy said lots as their home.

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It is understood that I am under no obligation to maintain the water level and that I am only responsible for the maintenance of the lake floor itself. However, you will maintain and use the shore or approaches to the lake as you see fit provided it does not interfere with the operation and maintenance of the lake itself. It is also understood that you will assume the responsibility for any person or persons, either yourself or members of your immediate family, who use this lake for the purpose of swimming, bathing or fishing and that I will not be liable for any injury or damages to any person or persons as the result of the use of this portion of the lake as set out herein.

Yours very truly,

V. W. Gibson, Sr.

VWG:ir

ACCEPTED: _____

_____

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
1979 AUG -6 AM 8:14

Rec'd Tax - 11.00
.50
.10
11.60

Frank R. Griffin, Jr.
JUDGE OF PROBATE