

STATE OF ALABAMA

935

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that SIDNEY F. ROGERS, SR., WAYNE TRAVERSE and SIDNEY F. ROGERS, JR., as the duly qualified and acting Trustees of Rogers Diesel Engineering Co., Inc. Profit Sharing Plan and Trust, hereinafter called the Grantors, for and in consideration of the sum of SIXTY FOUR THOUSAND FOUR HUNDRED THIRTY SIX AND 61/100 (\$64,436.61) DOLLARS cash in hand paid by SIDNEY F. ROGERS, SR., hereinafter called the Grantee, and further consideration of the assumption by the Grantee of those certain indebtednesses to THE FIRST BANK OF ALABASTER, Alabaster, Alabama, a corporation, secured by mortgages to it as follows:

1. That certain mortgage dated March 1, 1973, recorded in Mortgage Book 329 at Page 234.
2. That certain mortgage dated August 20, 1973, recorded in Mortgage Book 333 at Page 537.
3. That certain mortgage dated March 18, 1980, recorded in Mortgage Book 401 at Page 769.

(All reference to records in the office of the Judge of Probate Court of Shelby County, Alabama.)

do hereby GRANT, BARGAIN, SELL and CONVEY unto the said SIDNEY F. ROGERS, SR., all that certain real property in the County of Shelby, State of Alabama, more particularly described as follows, viz:

A parcel of land located in the Northeast Quarter of Southeast Quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 523.48 feet; thence 123 degrees 58 minutes right, in a Southeasterly direction a distance of 1,012.42 feet to the Northwesternly right-of-way line of U. S. Highway 31 South; 95 degrees 42 minutes 30 seconds left, in a Northeasterly direction along said right-of-way a distance of 440.83 feet; thence 90 degrees left, a distance of 540 feet to the point of beginning; thence 90 degrees right for a distance of

Courtney Mason

BOOK 335 PAGE 142

344.30 feet; thence 94 degrees 55 minutes 30 seconds left for a distance of 100.37 feet; thence 85 degrees 04 minutes 30 seconds left for a distance of 335.68 feet, thence 90 degrees left for a distance of 100 feet to point of beginning.

SUBJECT HOWEVER TO THE FOLLOWING:

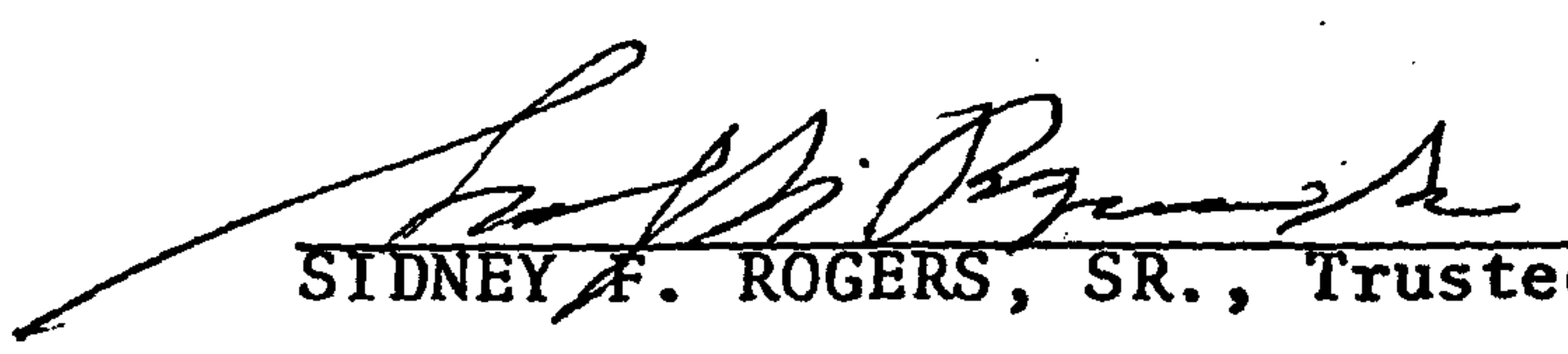
1. The mortgages hereinabove described and assumed by the Grantee.

TOGETHER WITH all and singular the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, and unto his heirs and assigns, forever.

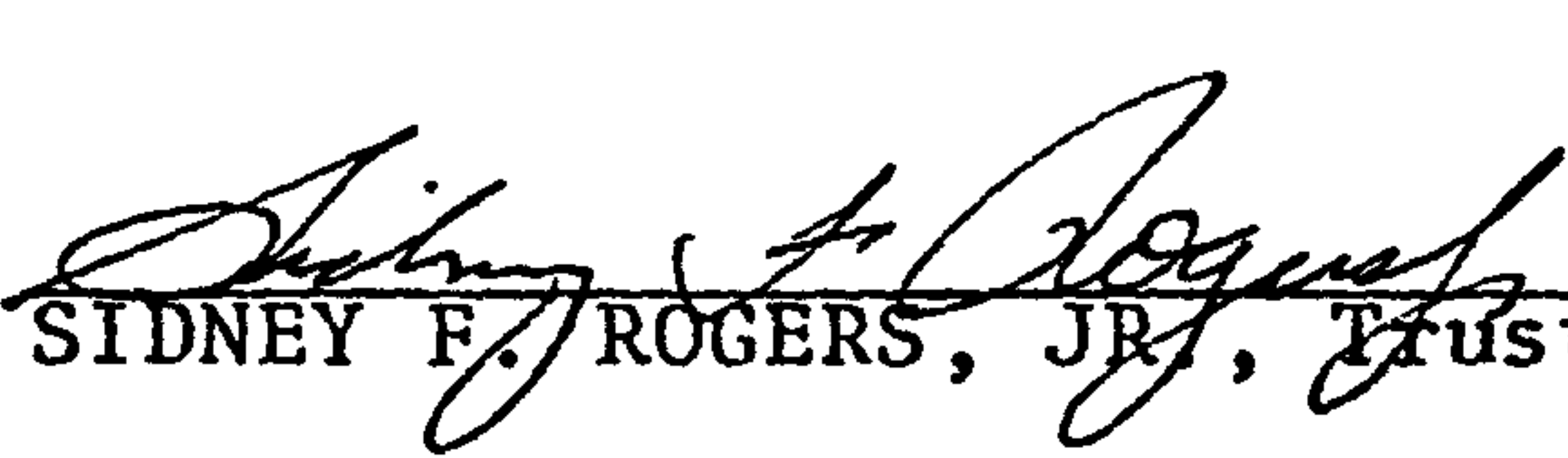
And, except as to taxes hereafter falling due and the matters hereinabove mentioned, which are assumed by the Grantee, the said Grantors, for themselves, their successors and assigns, hereby covenant with the Grantee, that they are seized of an indefeasible estate in fee simple in and to said property, that said property is free and clear of all liens and encumbrances, that they have a good and lawful right to sell and convey the same, that they are in the quiet and peaceable possession thereof, and that they will forever WARRANT and DEFEND the title to said property unto the said Grantee, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons, whomsoever.

By accepting this conveyance, the said Grantee, SIDNEY F. ROGERS, SR., agrees to promptly pay, when and as the same fall due, the indebtednesses secured by the aforesaid mortgages, and to well and truly perform all of the covenants contained therein, and the said Grantors do hereby covenant that the unpaid balances due under the said mortgages hereby assumed do not exceed the principal sum of SEVENTY THOUSAND FIVE HUNDRED SIXTY THREE AND 39/100 (\$70,563.39) DOLLARS as of September 24, 1981.

IN WITNESS WHEREOF, the Grantors, SIDNEY F. ROGERS, SR., WAYNE TRAVERSE and SIDNEY F. ROGERS, JR., as the qualified and acting Trustees of ROGERS DIESEL ENGINEERING CO., INC. PROFIT SHARING PLAN AND TRUST, have hereunto set their hands and seals, with full authority, on this the 28th day of September, 1981.

 (SEAL)
SIDNEY F. ROGERS, SR., Trustee

 (SEAL)
WAYNE TRAVERSE, Trustee

 (SEAL)
SIDNEY F. ROGERS, JR., Trustee

As Trustees of ROGERS DIESEL
ENGINEERING CO., INC. PROFIT
SHARING PLAN AND TRUST.

STATE OF LOUISIANA

PARRIS OF Jefferson

I, the undersigned Notary Public in and for said State and Parrish, do hereby certify that SIDNEY F. ROGERS, SR., whose name as the duly qualified and acting Trustee of Rogers Diesel Engineering Co., Inc. Profit Sharing Plan and 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 thereof, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of Rogers Diesel Engineering Co., Inc. Profit Sharing Plan and Trust on the day the same bears date.

Given under my hand and official notarial seal, on this the 28th day of September, 1981.


My Commission Expires: at death

STATE OF LOUISIANA

PARRISH OF Jefferson

I, the undersigned Notary Public in and for said State and Parrish, do hereby certify that WAYNE TRAVERSE, whose name as the duly qualified and acting Trustee of Rogers Diesel Engineering Co., Inc. Profit Sharing Plan and 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 thereof, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of Rogers Diesel Engineering Co., Inc. Profit Sharing Plan and Trust on the day the same bears date.

Given under my hand and official notarial seal, on this the 28th day of September, 1981.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 SEP 30 PM 3:43

Leigh Travers
Thomas A. Shover, Jr.
JUDGE OF PROBATE

My Commission Expires: at death

STATE OF LOUISIANA

PARRISH OF Jefferson

Deed 64.50

Rue. 6.00

Ind. 1.00

71.50

I, the undersigned Notary Public in and for said State and Parrish, do hereby certify that SIDNEY F. ROGERS, JR., whose name as the duly qualified and acting Trustee of Rogers Diesel Engineering Co., Inc. Profit Sharing Plan and 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 thereof, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of Rogers Diesel Engineering Co., Inc. Profit Sharing Plan and Trust on the day the same bears date.

Given under my hand and official notarial seal, on this the 28th day of September, 1981.

INSTRUMENT PREPARED BY:
THAS A. JOHNSTON, III
WILL JOHNSTON, LANGFORD,
JOHNER & LAWLER
BOX 1943
SEC. BLDG. BUILDING
MOBILE, AL. 36683

Leigh Travers
My Commission Expires: at death