

STATE OF ALABAMA)
)
 SHELBY COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration to the undersigned grantor, DENTON CONSTRUCTION, INC. (hereinafter called the "Grantor") in hand paid by BIRMINGHAM TRUST NATIONAL BANK (hereinafter called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged by the Grantor, and in further consideration of the covenants, agreements, warranties and representations hereinafter set forth, the undersigned Grantor does by these presents, grant, bargain, sell, assign, transfer and convey unto the Grantee, its successors and assigns all that real estate (the "Real Estate") situated in Shelby County, Alabama and described in Exhibit "A" attached hereto and expressly incorporated herein by reference an made a part hereof.

Grantor represents, warrants, covenants and agrees with the Grantee as follows:

1. Grantor is in default and the payment of Grantor's indebtedness owing to the Grantee (the "Indebtedness") evidenced by promissory notes made by the Grantor payable to the order of Grantee dated September 12, 1980, November 20, 1980 and December 19, 1980, respectively (the "Notes"), which Indebtedness is secured by that certain mortgage made by the Grantor to the Grantee dated September 12, 1980 encumbering the Real Estate and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 405, page 688 (the "Mortgage").

2. The Grantor has requested that the Grantee accept this conveyance in consideration of Grantee's agreement to treat the Notes as being non-recourse (the "Non-Recourse

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Agreement"), such that the Grantee shall not seek any personal judgment against the Grantor on the Notes or Mortgage (by direct action or by deficiency judgment after foreclosure or otherwise).

3. Notwithstanding the foregoing, it is specifically agreed that: (a) such Non-Recourse Agreement is subject to all of the warranties made by the Grantor in this conveyance, and if any such warranty is breached by Grantor, then the Non-Recourse Agreement shall become void to the extent of any damages sustained by the Grantee as result of such breach and to the extent of any lien, encumbrance, or other claim against Grantor or the Real Estate which is or becomes senior or prior to the title of the Grantee acquired hereunder, such damages, liens, encumbrances and claims to include all attorney fees and costs incurred by the Grantee arising from any such breach and in prosecuting or defending any suit arising from any such breach, including any appeal therefrom; and (b) acceptance of this conveyance shall ^{no S.V.} in any wise affect or diminish Grantee's rights and remedies against Grantor under any notes, guaranties, mortgages or other instruments which may have been executed by the Grantor to the Grantee, other than the Notes and Mortgage, or to collect that portion of the Indebtedness equal to the damages, liens, encumbrances and claims specified in part (a) of this paragraph, including attorney fees and costs, or under law.

4. This deed is not, nor is it intended to be, a deed in-lieu-of foreclosure of the Mortgage, but is instead an absolute deed for full, due, good, valuable and sufficient consideration.

5. No merger of title shall exist or occur as a result of this conveyance, and the Mortgage and Notes shall remain outstanding, unaffected by this conveyance, securing

and evidencing the total Indebtedness, and the Mortgage shall be subject to foreclosure according to its terms and under law by the holder thereof.

6. This conveyance is not given as a preference against other creditors of the Grantor; in that the Indebtedness is in excess of the fair market value of the Real Estate.

7. This deed is given as a result of the Grantor's request that the Grantee accept the same and constitutes the Grantor's free and voluntary act.

8. Grantor, in executing this deed is not acting under the duress, undue influence, misapprehension or misrepresentation by the Grantee, and it is the intention of the Grantor to convey by this deed all the Grantor's right, title and interest absolutely in and to the Real Estate, with no rights whatsoever remaining in the Grantor or its successors, representatives or assigns pertaining to the Real Estate.

This conveyance is made subject to the following:

(a) The Mortgage as described above recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 405, page 688;

(b) Ad valorem taxes for the years 1980, 1981 and 1982;

(c) Municipal assessments, if any, due to the town of Helena;

(d) Easements and building lines as shown by recorded map;

(e) All minerals of every kind and character, including, but not limited to oil, gas, sand and gravel, in, on and under the Real Estate, which are not owned by the Grantor; provided, however, it is the intent of the Grantor to convey unto the Grantee all mineral and mining rights, if any, owned by the Grantor;

(f) Right of way for South Central Bell recorded in Volume 325, page 261 in said Probate Office;

(g) All dedicated easements and roadways as shown by the amended map of Plantation South, First Sector, Map Book 7, page 173 in said Probate Office.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF the Grantor has caused this conveyance to be executed under its seal by its President, Robert H. Smith, who is duly authorized thereunto on this 27 day of July, 1982.

DENTON CONSTRUCTION, INC.

ATTEST

By: Robert H. Smith
Its President

Robert H. Smith Jr
Its Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert H. Smith whose name as President of the Denton Construction, Inc., a corporation, 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 for and as the act of said corporation.

Given under my hand and official seal, this 27th day of July, 1982.

Julia L. Harris
NOTARY PUBLIC

My Commission Expires August 28, 1985

This instrument was prepared by:

James J. Robinson
1600 Bank for Savings Building
Birmingham, Alabama 35203

No equity involved, subject to mortgages recorded in Book 405, Page 688.

SEND TAX NOTICES TO: Birmingham Trust National Bank
P. O. Box 2554
Birmingham, Alabama 35290
Attn: Cliff Bagwell

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Begin at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 22, Township 20 South, Range 3 West in Shelby County, Alabama, thence run South 89 degrees 15 minutes West along the north line of said Section 22 for 572.20 feet; thence run along an old fence line as follows: South 21 degrees 15 minutes East for 141.0 feet; thence South 2 degrees 20 minutes East for 329.80 feet; thence South 1 degree 50 minutes East for 353.60 feet; thence South 6 degrees 10 minutes East for 262.80 feet; thence South 9 degrees 55 minutes East for 390.40 feet; thence South 9 degrees 59 minutes 50 seconds East for 580.36 feet to an old pipe marker found in place; thence South 8 degrees 44 minutes 52 seconds East for 40.76 feet to an old iron bolt found in place, thence South 84 degrees 13 minutes 51 seconds West for 348.96 feet to an iron pin placed at a fence corner, said fence corner has reportedly been in place for the past 50 years and agreed to by the adjoining property owner, Mr. Frank "Buck" Cox; thence South 8 degrees 33 minutes 47 seconds East along said old fence line for 531.54 feet to another old iron pipe marker found in place and agreed to by the same adjoining property owner; thence run North 89 degrees 31 minutes 36 seconds East, running generally along an old fence line, for 1,552.61 feet to an iron pipe marker, also agreed to by the same adjoining property owner, said point is marked Point "B" for later reference; thence run North 88 degrees 40 minutes 24 seconds East for 100.38 feet to a 1-inch capped pipe marker, said point is marked Point "C" for later reference; thence run North 1 degree 16 minutes 16 seconds West for 1,159.89 feet to another 1-inch capped pipe marker marked Point "D" for later reference; thence run North 12 degrees 16 minutes 14 seconds West for 1,012.76 feet to a concrete marker established by Plantation Pipe Line Company as their property marker, said point is marked Point "E" for later reference; thence run South 89 degrees 17 minutes 01 seconds West for 85.05 feet to an iron pipe marker; thence along a line as shown on the property map of said Plantation Pipe Line Company as follows: from the last stated old iron pipe marker described above, run North 31 degrees 51 minutes 25 seconds West for 67.94 feet; thence run North 15 degrees 24 minutes 00 seconds East for 190.90 feet; thence run North 42 degrees 44 minutes 56 seconds East for 94.20 feet; thence run South 55 degrees 15 minutes 56 seconds East for 147.40 feet; thence run North 55 degrees 21 minutes 02 seconds East for 160.20 feet; thence run North 9 degrees 55 minutes 54 seconds West for 63.80 feet; thence run South 72 degrees 2 minutes 19 seconds West for 39.30 feet; thence North 16 degrees 52 minutes 49 seconds East for 91.20 feet; thence North 51 degrees 29 minutes 57 seconds East for 56.20 feet to a point on the North line of said Section 22; thence run South 89 degrees 15 minutes West along the north line of said Section 22 for 1,118.64 feet to the point of beginning.

ALSO:

A 60 foot wide strip of land, the east line thereof being described as follows: Commence at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 15, Township 20 South, Range 3 West, in Shelby County, Alabama, thence run South 89 degrees 15 minutes West along the South line of said Section 15, for 357.5 feet to the point of beginning; thence run North 2 degrees 11 minutes West, running along the East line of said 60 foot wide strip of land for 521.6 feet, more or less, to the Southerly right of way line of the Helena - Pelham public road.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

ALL LESS AND EXCEPT: Lots 5, 6, 7, 8, 12, 13, 14 and 16 in Block 1; Lots 2, 10, 11, 12, 13, 14, and 15, in Block 2; and Lot 9 in Block 4, all according to the survey of Plantation South, First Sector, recorded in Map Book 7, page 157, in the Probate Office of Shelby County, Alabama.

FILED IN PROBATE OFFICE
SHELBY COUNTY, ALA.
JUL 28 1902

1902 JUL 28 AM 9:51

Thomas A. Shouder, Jr. Secy. Probate
JUDGE OF PROBATE

Security of 11-188

Rec. 7-28
JUL 28 1902