

This Instrument Was Prepared By:
DANIEL M. SPITLER
Attorney at Law
108 Chandalar Drive
Pelham, Alabama 35124

MAIL TAX NOTICE TO:
David Spud Bishop
Contractor, Inc.

414
PARTNERSHIP FORM WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY)

That in consideration of NINETEEN THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$19,760.00) to the undersigned GRANTOR, WINDY OAKS, AN ALABAMA PARTNERSHIP, (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

DAVID SPUD BISHOP CONTRACTOR, INC.

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

BOOK 113 PAGE 629
A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 22, Township 21 South, Range 3 West, described as follows: Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 22 and go South 89 deg. 55 min. 04 sec. East along the North boundary of said 1/4 1/4 Section for 87.58 feet to the Easterly boundary of Big Oak Drive; thence South 44 deg. 12 min. 00 sec. East along said Easterly boundary for 936.00 feet to the point of beginning; thence continue along previous course for 429.26 feet to the beginning of a curve to the left having a central of 81 deg. 15 min. 10 sec. and a radius of 30.00 feet; thence along said curve 42.54 feet to the North boundary of Highway No. 12; thence North 54 deg. 32 min. 50 sec. East along said North boundary for 183.91 feet to the beginning of a curve to the left having a central of 01 deg. 18 min. 13 sec. and a radius of 2912.00 feet; thence along said curve and said North boundary 66.26 feet; thence North 42 deg. 47 min. 40 sec. West for 496.81 feet; South 45 deg. 50 min. 00 sec. West for 285.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

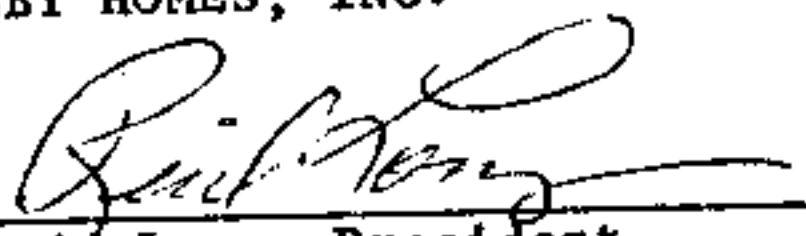
TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs and assigns forever, against the lawful claims of all persons.

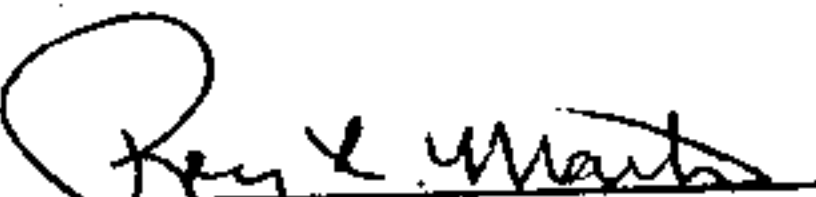
IN WITNESS WHEREOF, the said GRANTOR, Windy Oaks, An Alabama Partnership, by its sole partners, Shelby Homes, Inc. and Roy Martin Construction, Inc. (by their respective Presidents), who are authorized to execute this conveyance, hereto set their signatures and seals, this 5th day of February, 1987.

WINDY OAKS,
An Alabama Partnership

By: SHELBY HOMES, INC.

By: 
Reid Long, President
(Partner)

By: ROY MARTIN CONSTRUCTION, INC.

By: 
Roy Martin, President
(Partner)

Abstract Title

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Windy Oaks, an Alabama Partnership, composed of two partners, Shelby Homes, Inc. and Roy Martin Construction, Inc., Alabama corporations, by Reid Long, as President of Shelby Homes, Inc., and Roy Martin, as President of Roy Martin Construction, Inc., and who are known to me, acknowledged before me on this day that, being informed of the contents of the Deed, they, as such officers and with full authority, executed the same voluntarily for and as the act of said respective corporations as sole partners of Windy Oaks, an Alabama Partnership.

Given under my hand and official seal, this the 5th day of February, 1987.

(SEAL)

Carol Spivey
Notary Public
my commission Expires 10-1-88

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

1987 FEB -6 AM 8:06

Thomas A. J. ...
JUDGE OF PROBATE

| | |
|------------------|----------------|
| 1. Seal Fee | <u>\$20.00</u> |
| 2. Mfg. Tax | _____ |
| 3. Recording Fee | <u>\$5.00</u> |
| 4. Indexing Fee | <u>1.00</u> |
| TOTAL | <u>26.00</u> |