

Send tax notice to:
Birmingham Realty Company
2118 First Avenue North
Birmingham, Alabama 35203

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
Birmingham, Alabama 35203

1018

STATE OF ALABAMA
SHELBY AND ST. CLAIR COUNTIES

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on June 12, 1989, pursuant to the terms of that certain Trust Agreement dated June 12, 1989, established by EBSCO Industries, Inc. to facilitate the exchange of certain real property with Birmingham Realty Company (the "EBSCO Trust"), AmSouth Bank, N. A., as Trustee for the EBSCO Trust, acquired title to the hereinbelow described property; and

WHEREAS, title to the hereinbelow described property was taken by the Trustee solely to facilitate said exchange of properties with the intention that, pursuant to the terms of the EBSCO Trust, the Trustee would convey the hereinbelow described property to Birmingham Realty Company; and

WHEREAS, Birmingham Realty Company has requested that AmSouth Bank, N.A., as said Trustee convey the hereinbelow described property to it.

NOW, THEREFORE, in consideration of the foregoing recitals and to complete the exchange of the property in hand paid to AmSouth Bank, N. A., as Trustee under the EBSCO Trust ("hereinafter referred to as Grantor") by Birmingham Realty Company (hereinafter referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents grant, bargain, sell, and convey unto the said Grantee the following described real estate situated in Shelby and St. Clair Counties, Alabama, to-wit:

The southeast quarter of the southeast quarter, Section 23, Township 17 South, Range 1 East, Shelby County, Alabama.

The northwest quarter of the southwest quarter, except the west 723 feet of the south 723 feet; the south half of the south half, except the Hillhouse tract as same is described in deed recorded in Book 260, page 899, in the Probate Office of Shelby County, Alabama (hereinafter "Hillhouse Tract"); and the south half of the south half of the southeast quarter of the northwest quarter; all in Section 24, Township 17 South, Range 1 East, Shelby County, Alabama.

The northwest quarter of the northwest quarter; the northeast quarter of the northwest quarter, except Hillhouse Tract; the southwest quarter of the northwest quarter; the southeast quarter of the northwest quarter; the north half of the northeast quarter, except Hillhouse Tract; the west half of the southwest quarter of the northeast quarter; the east half of the southeast quarter of the northeast quarter; the north half of the southwest quarter; the south half of the southwest quarter, lying north of Shoal Creek; the west 10 acres of the northwest quarter of the southeast quarter; the east 10 acres of the west half of the northeast quarter of the southeast quarter; the east half

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of the northeast quarter of the southeast quarter; and the south half of the southeast quarter, lying north of Shoal Creek; all in Section 25, Township 17 South, Range 1 East, Shelby County, Alabama.

The northeast quarter of the northwest quarter; the east half of the northeast quarter of the northeast quarter; the east half of the southwest quarter of the northeast quarter; the southeast quarter of the northeast quarter; and the northeast quarter of the southeast quarter; all in Section 26, Township 17 South, Range 1 East, Shelby County, Alabama.

All of the north half of the northeast quarter which lies north of Shoal Creek, Section 36, Township 17 South, Range 1 East, Shelby County, Alabama.

That certain parcel of land located in the northwest quarter of the southwest quarter and southwest quarter of southwest quarter of Section 30, Township 17 South, Range 2 East, St. Clair County, Alabama, being more particularly described as follows: Begin at the southwest corner of said Section 30 and travel northwardly along said quarter-quarter lines 2,600 feet, more or less, to a point, being the Northwest corner of northwest quarter of southwest quarter of said Section 30; thence north 89 deg. 52 min. 00 sec. east 650 feet to a point; thence south 00 deg. 48 min. 52 sec. west a distance of 650.0 feet to a point; thence south 16 deg. 56 min. 37 sec. east a distance of 720.00 feet to a point on the south line of said northwest quarter of southwest quarter; thence north 89 deg. 52 min. 00 sec. east along said south line 210.0 feet to its intersection with Shoal Creek; thence run in a southerly and southwesterly direction along the meanderings of said Shoal Creek to a point where it intersects the east line of the west half of the southwest quarter of southwest quarter of said Section 30; thence south along the east line of said west half of southwest quarter of southwest quarter to the south line of the southwest quarter of southwest quarter of said Section 30; thence west along the south line of said southwest quarter of southwest quarter of said Section 30 a distance of 660 feet more or less to the southwest corner and the point of beginning; being situated in St. Clair County, Alabama.

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LESS AND EXCEPT those mineral and mining rights which have been previously severed or to which Grantor does not have title, it being the intention of Grantor to hereby convey only those mineral and mining rights to which Grantor has title. Grantor makes no warranty as to the status of the title to the mineral and mining rights.

SUBJECT TO:

1. Current ad valorem taxes.
2. Title to all minerals within and underlying the premises together with all mining rights and other rights, privileges, and immunities relating thereto including rights set out in Deed Book 121, page 294, and Deed Book 88, page 264, in the Probate Office.
3. Right-of-way granted to public by instrument recorded in Deed Book 244, page 285, and Deed Book 203, page 169, in the Probate Office.
4. Rights of riparian owners in and to the use of Shoal Creek.

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

IN WITNESS WHEREOF, the said AmSouth Bank, N. A., by its Vice-Pres. & Trust Officer, D. A. Ferguson, who is authorized to execute this conveyance, has hereto set its signature and seal this 13 day of June, 1989.

AMSOUTH BANK, N. A.
AS TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 12, 1989, ESTABLISHED BY
EBSCO INDUSTRIES, INC.

By [Signature]
Its Vice-President & Trust Officer

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that D. A. FERGUSON, whose name as VICE-PRES & TRUST OFFICER of AmSouth Bank, N. A., as Trustee under Trust Agreement dated June 12, 1989, established by EBSCO Industries, Inc., 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 on the day the same bears date for and as the act of said association in its capacity as said Trustee.

Given under my hand and official seal this 13 day of June, 1989.

[Signature]
Notary Public

My commission expires: 6/10/91

[NOTARIAL SEAL]
S7482\02

STATE OF ALABAMA
I CERTIFY THAT
THE INSTRUMENT WAS FILED

89 JUN 14 PM 4:06

[Signature]
JUDGE OF PROBATE

1. Deed Tax \$ 1890.00
2. Mtg. Tax
3. Recording Fee 7.50
4. Indexing Fee 2.00
TOTAL 1899.50