

356

This Instrument Prepared By:  
James F. Burford, III, Attorney at Law  
Suite 200, 100 Vestavia Office Park  
Birmingham, Alabama 35216

Send Tax Notice To:  
Scotch Building and Development

**WARRANTY DEED AND QUITCLAIM DEED**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Two Hundred Fifty-nine Thousand and No/100 Dollars (\$259,000.00) to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, 119-13, AN ALABAMA GENERAL PARTNERSHIP, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Scotch Building and Development Co., Inc.

(herein referred to as Grantee, whether one or more), the following real estate, described as Parcel I, situated in SHELBY County, Alabama, to-wit:

PARCEL I:

The south half of the south half of the north half of the northwest quarter of Section 7, Township 19 South, Range 1 West, lying west of Cahaba Valley Road, being more particularly described as beginning at the southwest corner of the northwest quarter of the northwest quarter of said Section 7; thence run east along the south line of said quarter-quarter section and along the south line of the northeast quarter of the northwest quarter of said Section 7 for a distance of 1574.76 feet to a point on the westerly right of way line of Cahaba Valley Road; thence turn an angle to the left of 59 deg. 44' 30" and run in a northeasterly direction along said westerly right of way line for a distance of 171.03 feet to a point on a curve to the right having a radius of 6946.22 feet and a central angle of 1 deg. 43' 54"; thence continue northeasterly along the arc of said curve and also along said westerly right of way line for a distance of 209.91 feet to the corner of a fence; thence turn an angle to the left from the chord of last stated curve of 121 deg. 55' 53" and run in a westerly direction along said fence for a distance of 233.39 feet to a point; thence turn an angle to the right of 00 deg. 51' 49" and run in a westerly direction along said fence for a distance of 320.93 feet to a point; thence turn an angle to the right of 00 deg. 07' 40" and run in a westerly direction along said fence for a distance of 218.60 feet to a point; thence turn an angle to the right of 00 deg. 38' 47" and run in a westerly direction along said fence for a distance of 292.77 feet to a point; thence turn an angle to the left of 02 deg. 07' 38" and run in a westerly direction along said fence for a distance of 75.66 feet to a point; thence turn an angle to the right of 01 deg. 21' 25" and run in a westerly direction along said fence for a distance of 182.04 feet to a point; thence turn an angle to the right of 00 deg. 21' 32" and run in a westerly direction along said fence for a distance of 251.71 feet to a point; thence turn an angle to the right of 00 deg. 25' 55" and run in a westerly direction along said fence for a distance of 187.13 feet to a point on the west line of said Section 7; thence turn an angle to the left of 89 deg. 35' 30" and run in a southerly direction along the west line of said Section 7 for a distance of 332.58 feet to the point of beginning. LESS AND EXCEPT that portion of the above described property southerly of

BOOK 349 PAGE 515

*Lindsay Allison*

that certain fence on and around the south line of the above described property, said fence being depicted on survey of K. B. Weygand & Associates, P.C., dated November 26, 1990 under Order No. 22353.

SUBJECT TO: (1) Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 216, Page 618 in the Probate Office of Shelby County, Alabama. (2) Right of way granted to Shelby County by instrument recorded in Deed Book 135, Page 46 in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns forever.

And the said 119-13, AN ALABAMA GENERAL PARTNERSHIP, does for itself and for its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said Parcel I premises; that they are free from all encumbrances, unless otherwise stated above; that the said 119-13, AN ALABAMA GENERAL PARTNERSHIP 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, its successors and assigns forever, against the lawful claims of all persons.

ALSO, KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid by Scotch Building and Development Co., Inc., the receipt whereof is hereby acknowledged, the undersigned, 119-13, AN ALABAMA GENERAL PARTNERSHIP, does hereby remise, release, quitclaim and convey to the said Scotch Building and Development Co., Inc. all of its right, title and interest in and to the following described real estate, to-wit:

PARCEL II:

Beginning at the southwest corner of the northwest quarter of the northwest quarter of Section 7, Township 19 South, Range 1 West; thence run east along the south line of said quarter-quarter section and along the south line of the northeast quarter of the northwest quarter of said Section 7 for 1574.76 feet to a point on the westerly right of way line of the Cahaba Valley Road; thence 59 deg. 44' 30" left and run northeasterly along said westerly right of way line for 171.03 feet to the beginning of a curve to the right, said curve having a radius of 6945.22 feet and a central angle of 1 deg. 47' 26"; thence continue northeasterly along the arc of said curve to the right and along said westerly right of way line for 217.06 feet; thence 121 deg. 06' 39" left measured from the chord of said curve and run west for 1765.87 feet to a point on the west line of said Section 7; thence 88 deg. 47' left and run south, running along the west line of said Section 7 for 334.88 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY: There appears on survey of K. B. Weygand & Associates, P.C., dated November 26, 1990 under Order No. 22353 a fence approximately following the south line of the above described Parcel II property (the "South Fence"). Said South Fence is both inside of (North of) and outside of (South of) the South line of the property described above as Parcel II. Grantor further conveys to Grantee all that property between the said South Fence and the Southern line of the property conveyed hereinabove as Parcel II.

Mineral and mining rights are hereby quitclaimed to Grantee but not warranted.

\$ All of the entire considerations set forth hereinabove have been derived from a mortgage loan closed simultaneously herewith.

Goggans Development Co., Inc. and J. C. Hearn Co., Inc. are all of the partners in 119-13, an Alabama General Partnership.

IN WITNESS WHEREOF, the said 119-13, AN ALABAMA GENERAL PARTNERSHIP, by its partners, GOGGANS DEVELOPMENT CO., INC. by Randall H. Goggans, its President, and J. C. HEARN CO., INC. by John C. Hearn, its President, who are authorized to execute this conveyance, have hereto set their signatures and seals, this the 29<sup>th</sup> day of JANUARY, 1991.

119-13, AN ALABAMA GENERAL  
PARTNERSHIP

BY: GOGGANS DEVELOPMENT CO., INC.  
ITS PARTNER

BY: Randall H. Goggans (L.S.)  
RANDALL H. GOGGANS  
Its President

BY: J. C. HEARN CO., INC.  
ITS PARTNER

BY: John C. Hearn (L.S.)  
JOHN C. HEARN  
Its President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that RANDALL H. GOGGANS, whose name as President of GOGGANS DEVELOPMENT CO., INC., a corporation, partner of 119-13, AN ALABAMA GENERAL PARTNERSHIP, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 12 day of JUNE, 1991.

Kimberly Ann Murock  
Notary Public  
My Commission Expires: 3-5-95

STATE OF California,  
COUNTY OF Riverside

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN C. HEARN, whose name as President of J. C. HEARN CO., INC., a corporation, partner of 119-13, AN ALABAMA GENERAL PARTNERSHIP, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 24th day of January, 1991.



Christina R. Gallego  
Notary Public  
My Commission Expires: 1-22-93

BOOK 349 PAGE 518

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

91 JUN 20 PM 12:59

[Signature]  
JUDGE OF PROBATE

NO FEE COLLECTED

|   |            |       |
|---|------------|-------|
| 1 | Doc. Tax   | _____ |
| 2 | Notary Fee | 2.00  |
| 3 | Record Fee | 3.00  |
| 4 | Index Fee  | 1.00  |
| 5 | Other      | _____ |
| 6 | Total      | 6.00  |