

53
Send Tax Notice To:
First Alabama Bancshares, Inc.
P.O. Box 216
Pelham, Alabama 35124

This instrument was prepared by:
JAMES W. FUHRMEISTER
Griffin, Allison, May, Alvis & Fuhrmeister
P. O. Box 380275
Birmingham, AL 35288

Warranty Deed

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF Five Hundred Thousand and no/100 Dollars (\$500,000.00) to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **JAMES THORNTON, a married man, and T & J PROPERTIES, INC., an Alabama corporation** (herein referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **FIRST ALABAMA BANCSHARES, INC., an Alabama corporation**, (herein referred to as Grantees, whether one or more) in fee simple together with every contingent remainder and right of reversion, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

BOOK 352 PAGE 686
A parcel of land in the West 1/2 of the Northwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama; described as follows: Begin at the Northeast corner of Lot One of Luncesford's Industrial Park as recorded in Map Book 7 page 183 in the Office of the Judge of Probate of Shelby County, Alabama; thence run West along the North line of said Lot One 179.67 feet to a point on the East right of way of Shelby County Highway #105; thence turn right 100 deg. 24 min. 06 sec. and run North along said right of way 118.28 feet, thence turn right 78 deg. 11 min. 47 sec. and run Northeast 185.44 feet to the Southeast corner of the James O. Luncesford property as described in Deed Book 813 page 140, Parcel #3, thence turn left 68 deg. 03 min. 04 sec. and run Northeast 120.18 feet along the East line of said Luncesford property; thence turn right 67 deg. 80 min. 14 sec. and run Northeast 502.50 feet to a point on the West right of way of U.S. Highway #81, thence turn right 115 deg. 32 min. 48 sec. and run Southwest along said right-of-way 510.75 feet, thence turn right 107 deg. 01 min. 17 sec. and run Northwest 886.06 feet, thence turn left 40 deg. 37 min. 03 sec. and run West 61.93 feet to the point of beginning.

Subject to existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

Mineral and Mining rights excepted.

NOTE: This property does not constitute the homestead of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its heirs and assigns, forever in fee simple forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors, and administrators covenant with said Grantee, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall, warrant and defend the same to the said Grantee, their heirs, and assigns forever, against the lawful claims of all persons.

In addition to the foregoing, I do for myself and for my heirs, executors, and administrators covenant with said Grantee, their heirs and assigns, that: No Hazardous Materials (hereinafter defined) have been or are contained in, treated, stored, handled, located on, discharged from, or disposed of on, or constitute a part of, the property. As used herein, the term "Hazardous Materials" include without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect. No underground storage tanks, whether in use or not in use, are located in, on or under any part of the property. All of the property complies in all respects with applicable environmental laws, rules, regulations, and court or administrative orders. There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the property

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 2nd day of July, 19 91.

James Thornton
JAMES THORNTON, Grantor

T & J PROPERTIES, INC.

BY: Ruby Thornton
Its President, Ruby Thornton

BY: James Thornton
Its Secretary, James Thornton

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAMES THORNTON, a married man, whose name 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 executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 2nd day of July, 1991.

Charles L. Hay
Notary Public

My commission expires: 4-17-93

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RUBY THORNTON, as President, and JAMES THORNTON, as Secretary of T & J Properties, Inc., a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they, as such officers and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2nd day of July, 1991.

Charles L. Hay
Notary Public

My commission expires: 4-17-93

BOOK 352 PAGE 688

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 JUL 10 AM 9:32
JUDGE OF PROBATE

1. Doc Fee	500.00
2. Misc Fee	7.50
3. Recording Fee	4.80
4. Indexing Fee	1.00
5. Co. Tax Fee	1.00
6. Carothers Fee	1.00
Total	515.30