

This instrument prepared by:
Jerome K. Lanning
2900 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
(205) 458-9400

WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS that in consideration of One Hundred Dollars (\$100.00) and other valuable considerations to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, S. W. Smyer, Jr., a married man, Harald L. Smyer, a married man, and Ingrid F. Smyer, an unmarried woman, who is one and the same as Ingrid Frances Smyer-Dubrow (herein referred to as Grantors), grant, bargain, sell and convey unto Shelby Lake Corporation, an Alabama corporation, (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

The following four parcels of land located in Section 24, Township 18 South, Range 1 West, Shelby County, Alabama ("Section 24") and being shown on map marked "Smyer Land Parcels" attached hereto as Exhibit A and made a part hereof:

Parcel One: All that part of the East 1/2 of Section 24, lying 50 feet on each side of the centerline of the existing spillway of Smyer Lake (also known as "Great Pine Lake" or "Mountain View Lake," hereinafter called "Smyer Lake"), said centerline commencing at the halfway point of a line between the southeasterly corner of Lot 16, according to Survey of Mountain View Lake, First Sector as recorded in Map Book 3, Page 135 in the office of the Judge of Probate of Shelby County, Alabama (the "First Sector Map") and the northeasterly corner of Lot 17 as recorded in Survey of Mountain View Lake, Second Sector, as recorded in Map Book 3, Page 150 in said Probate Office (the "Second Sector") and terminating at its intersection with Hollybrook Lake, said parcel being identified on "Parcel One (Spillway)" and hatched on Exhibit A hereto (hereinafter called the "Spillway").

Parcel Two: All that part of the Southeast 1/4 of Section 24, lying Southeast of the Southeast Lot lines of Lots 17 through 23, Second Sector; lying Southwest of the Southeast extension of the Northeast Line of said Lot 17; and lying north and west of a line 20 feet north and west of the centerline of an existing and traveled paved road identified as "Big Pine Lake Private Road" on Exhibit A hereto but is currently known as "Smyer Lake Road" (hereinafter called "Smyer Lake Road"), said parcel being identified as "Parcel Two" and hatched on Exhibit A hereto.

Parcel Three: All that part of the South 1/2 of Section 24 lying between Smyer Lake Road and Smyer Lake which lies South of Lot 24, Second Sector, and the southwesterly line of land conveyed to Joseph C. Bailey, Jr. and Anne P. Bailey by deed recorded in said Shelby County Probate Office in Deed Book 349, Page 898, said parcel being identified as "Parcel Three" and hatched on Exhibit A hereto.

03/25/1993-08108
01:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MJS 36.50

Inst # 1993-08108

Parcel Four: All that part of the Southwest 1/4 of Northeast 1/4 and Northwest 1/4 of Southwest 1/4 of Section 24 lying West of Lots 12 and 13, and Northerly of Lots 14, 15, and 16, First Sector; Northwesternly of a line 20 feet Southeasterly of the centerline of "Smyer Lake Lane" (identified as "S. L. Lane" on Exhibit A hereto), West of Smyer Lake Road; and South of land conveyed to Marilyn M. Pippen by deed dated March 1, 1985 and recorded in Real Book 20, Page 354, said parcel being hatched and identified as "Parcel Four" on Exhibit A hereto.

And for said consideration, the Grantors herein do hereby further remise, release, quitclaim and convey to Grantee, its successors and assigns, any and all remaining interests of Grantors in lands lying between Smyer Lake Road and Smyer Lake, except the four parcels described below, Smyer Lake Road being further described as an existing paved road commencing at its intersection with Shelby County 41 in the Northwest 1/4 of said Section 24, continuing through the East 1/2 thereof, and terminating in the Northwest 1/4 at Lot 33, Second Sector, and Smyer Lake being further described as all that part of Section 24 lying within the bounds of "Mountain View Lake" (herein called "Smyer Lake") as conveyed to Grantee by deed dated January 1, 1954 and recorded in Deed Book 172, Page 234 in said Probate Office.

Parcel One Excepted From Quitclaim Conveyance

A parcel of land located in the Section 24 to be sold by S. W. Smyer, Jr. to Charles H. Peay as an addition to Lot 16, First Sector, being located between the East boundary of Lot 16; the Southeast boundary of Smyer Lake Lane which is 20 feet Southeast from the centerline of said Lane; the Southwest boundary of Smyer Lake Road which is 20 feet southeast from the centerline of said Road; and the Northwest boundary of the spillway for Smyer Lake which is 50 feet northwest from the centerline of said spillway: This parcel is identified as "PEAY" on Exhibit A hereto.

Parcel Two Excepted From Quitclaim Conveyance

A parcel of land located in Section 24 currently leased by S. W. Smyer, Jr. to Anne Miller, being located Southeast of the Southeast boundary of the Spillway which is 50 feet Southeast of the centerline of the Spillway; West of the West boundary of Smyer Lake Road which is 20 feet West of the centerline of said road; Northeast of the Northeast line of Lot 17, Second Sector and a Southeast projection thereof to the West boundary of Smyer Lake Road: this parcel is identified as "MILLER" on said attached map.

Parcel Three Excepted From Quitclaim Conveyance

Lots 24 and 25, Second Sector.

Parcel Four Excepted From Quitclaim Conveyance

All property previously conveyed to Mary I. Ogburn by deed dated November 11, 1983 recorded in Real Book 9, Page 245 in said Probate Office.

Subject To:

1. Ad valorem taxes for the current tax year;
2. Outstanding easements for utilities; and
3. Outstanding mineral and mining rights, if any.

The foregoing described property is not a part of the homestead of any of the Grantors.

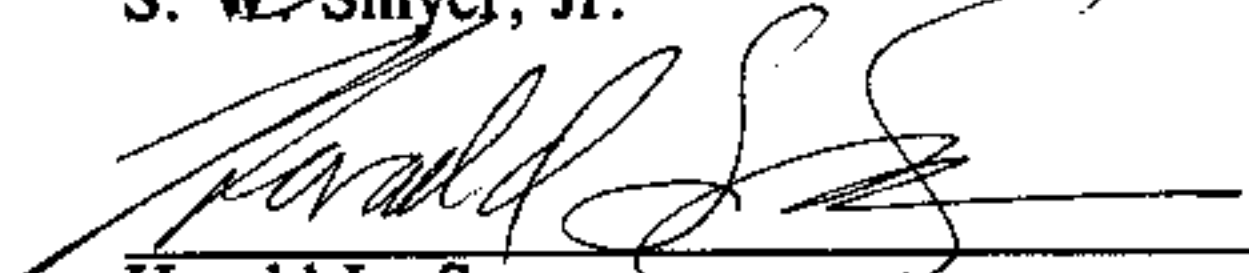
Upon request by Grantee, Grantors agree to execute such corrective deeds or other instruments as may be required to describe with more particularity the above-described property; provided, however, that Grantors shall not be required to bear any expense in connection with the preparation of such other corrective deeds or instruments.


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

And we do for ourselves and for our heirs, executors, and administrators covenant with the Grantee, its successors 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; and that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of March, 1993.


S. W. Smyer, Jr.


Harald L. Smyer


Ingrid F. Smyer

STATE OF Alabama)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that S. W. Smyer, Jr. 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 day the same bears dated.

Given under my hand and official seal this ____ day of March, 1993.


Notary Public
My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 12, 1994

STATE OF New Mexico)

Bernalillo COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harald L. Smyer 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 day the same bears dated.

Given under my hand and official seal this 12th day of March, 1993.



OFFICIAL SEAL Gloria Charlton
GLORIA CHARLTON
NOTARY PUBLIC - STATE OF NEW MEXICO.
Notary Bond Filed With Secretary of State

Gloria Charlton
Notary Public
My Commission Expires:

My Commission Expires June 18, 1993

June 18, 1993

STATE OF MASSACHUSETTS)

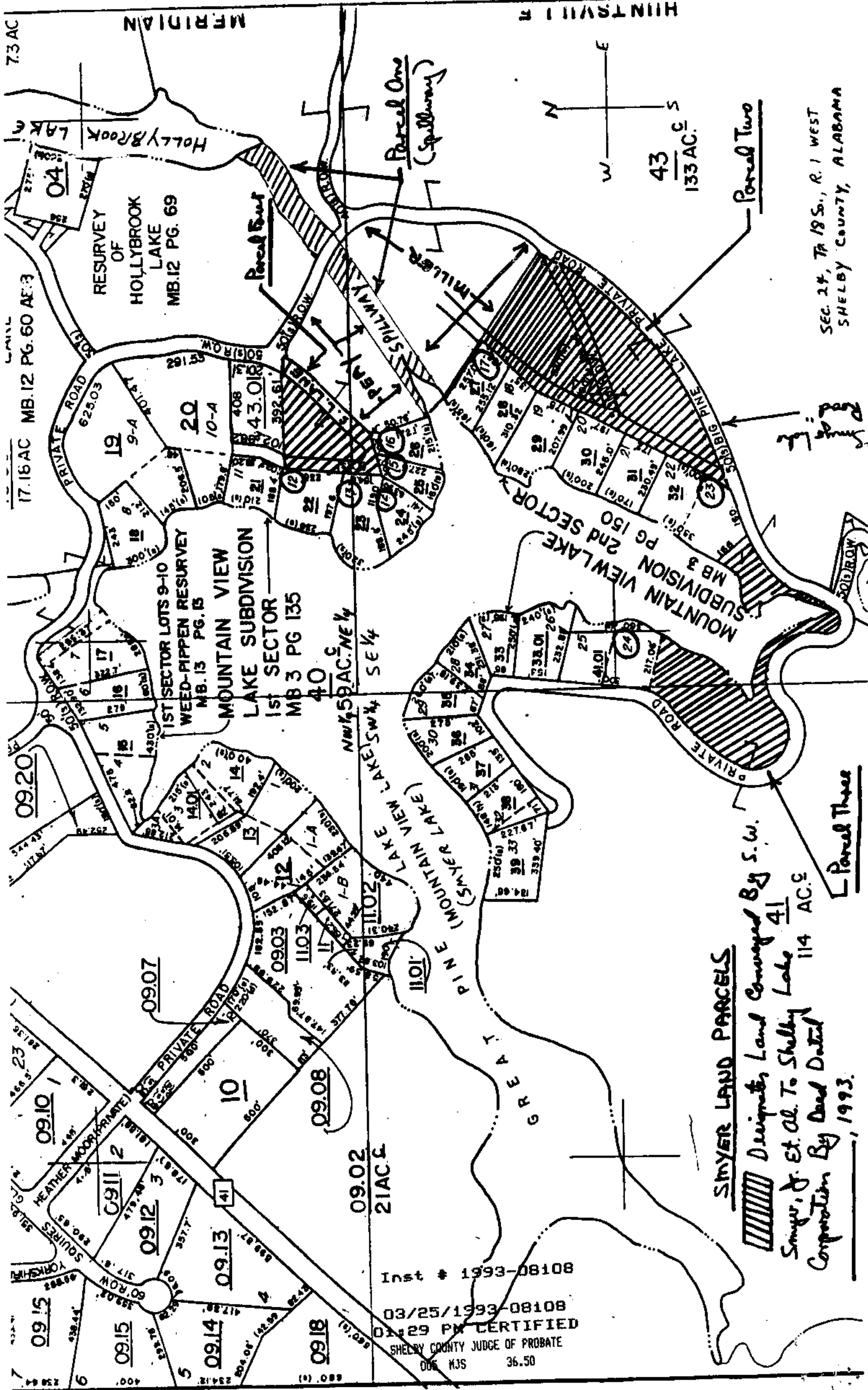
Norfolk COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ingrid F. Smyer, who is one and the same as Ingrid Frances Smyer-Dubrow, 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, she executed the same voluntarily on the day the same bears dated.

Given under my hand and official seal this 13 day of March, 1993.

Walter Mulock
Notary Public
My Commission Expires:

WALTER MULOCK
NOTARY PUBLIC
COMMISSION EXPIRES
NOV. 14, 1997



SEC. 24, T¹ 18 S., R. 1 WEST
SHELBY COUNTY, ALABAMA

— Panel Three

- Poured Two

Parcel One
(Spellingway)