

**THE CONSIDERATION OF \$380,000.00 IS BEING PAID WITH THE PROCEEDS OF A MORTGAGE LOAN CLOSED SIMULTANEOUSLY HERewith. SAID MORTGAGE IS FILED FOR FOR RECORD AN INSTRUMENT NO. 1994-09576, AS AMENDED BY AMENDMENT OF EVEN DATE HERewith, FILED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Send Tax Notice to:
Weatherly Investment Group, L.L.C.

This instrument was prepared by
(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW
(Address) COLUMBIANA, ALABAMA 35051

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS,

That in consideration of THREE HUNDRED EIGHTY THOUSAND AND NO/100 (\$380,000.00) DOLLARS, to the undersigned grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledge we, GRIFFIN P. MARTIN and BETTY J. MARTIN, as Trustees under Trust Agreement dated June 4, 1990 for the Benefit of Griffin P. Martin and Betty J. Martin (herein referred to as grantors) do grant, bargain, sell and convey unto WEATHERLY INVESTMENT GROUP, L.L.C. (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama to-wit:

Parcel 1:
NW 1/4 of NE 1/4, Section 32, Township 20 South, Range 2 West, Shelby County, Alabama.

Parcel 2:
SW 1/4 of NW 1/4 and W 1/2 of SE 1/4 of NW 1/4, all in Section 32, Township 20 South, Range 2 West, Shelby County, Alabama.

SUBJECT TO THE FOLLOWING:

1. Taxes due in the year 1994, a lien, but not yet payable.
2. The right of ingress and egress to and from the subject property not owned by the grantors.
3. Oil, gas and mineral and mining rights, not owned by the grantors, and all rights incident thereto including release of damages.
4. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters, not of record, which would be disclosed by an accurate survey and inspection of the premises.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of May, 1994.

* 1994-16802

Griffin P. Martin
Griffin P. Martin

Betty J. Martin
Betty J. Martin

AS TRUSTEES UNDER TRUST AGREEMENT
DATED JUNE 4, 1990 FOR THE BENEFIT
OF GRIFFIN P. MARTIN AND BETTY J.
MARTIN

05/24/1994-16802
02:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
Alabama Title Co., Inc. 2.00

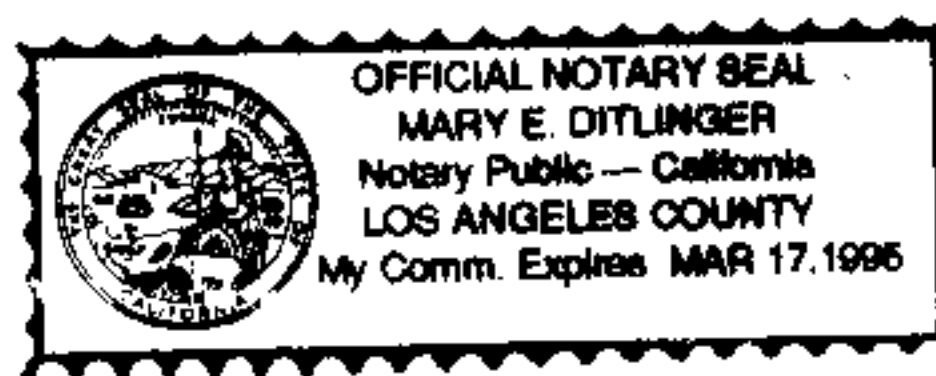
Inst # 1994-16802

STATE OF CALIFORNIA
San Bernardino COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Griffin P. Martin and Betty J. Martin, whose names as Trustees Under Trust Agreement dated June 4, 1990 for the Benefit of Griffin P. Martin and Betty J. Martin, 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, in their capacity as such Trustees and with full authority under said Trust Agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of May, 1994.

Mary E. Ditzinger
Notary Public



Inst # 1994-16802

05/24/1994-16802
02:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00