

THIS INSTRUMENT PREPARED BY:

James E. Roberts
P. O. Box 370004
Birmingham, Alabama 35237

Send Tax Notice To:

Vital Inspection Professionals, Inc.
PO Box 1686
ALABASTER, AL 35007

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA)
JEFFERSON COUNTY) KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Forty Two Thousand and no/100 Dollars (\$42,000.00), to the undersigned grantor, I-65 Investment Properties, a general partnership, in hand paid by Vital Inspection Professionals, Inc., a(n) ALABAMA corporation, receipt of which is hereby acknowledged, the said I-65 Investment Properties, a general partnership, does by these presents, grant, bargain, sell and convey unto the said Vital Inspection Professionals, Inc. (the "Grantee"), the following described real estate situated in Shelby County, Alabama.

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence Northerly along the East line of said quarter-quarter section a distance of 1,238.47 feet to the point of beginning of the property being described; thence continue along last described course a distance of 220.24 feet to a point; thence turn 92 degrees 26 minutes 28 seconds left and run Westerly a distance of 617.18 feet to a point on the East margin of Airpark Industrial Road; thence turn 88 degrees 50 minutes 01 seconds left and run Southerly along said margin of said road a distance of 16.76 feet to the P.C. of a cul de sac curve to the left having a central angle of 129 degrees 14 minutes 46 seconds, a radius of 70.0 feet and a chord of 126.99 feet; thence run along the arc of said cul de sac curve an arc distance of 157.90 feet to a point on the same said East margin of same said Airpark Industrial Road extended; thence turn an angle of 180 degrees 00 minutes 00 seconds from chord and run Southerly along said margin of said road a distance of 76.79 feet to a point; thence turn 91 degrees 10 minutes 01 seconds left and run Easterly a distance of 613.36 feet to the point of beginning.

Minerals and mining rights excepted.
\$33,600.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.
Subject to the covenants and restrictions as attached hereto as Exhibit A and B. The

property conveyed herein does not constitute the homestead of the grantor. James L. Clayton and Wayne Booth execute this Warranty Deed by virtue of Power of Attorney from Grantors as executed the 9th day of October, 1989.

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

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, their heirs and assigns, that they am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that they have 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, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said I-65 Investment Properties, a general partnership by its general partners, James L. Clayton and Wayne Booth, who are authorized to execute this conveyance, has hereto set their signatures and seal, this the 8th day of August, 1994.

By: James L. Clayton
James L. Clayton, a general partner

By: Wayne Booth
Wayne Booth, a general partner

STATE OF ALABAMA)
JEFFERSON COUNTY)

08/22/1994-25941
AM CERTIFIED
JUDGE OF PROBATE

I, the undersigned, Notary Public in and for said County in said State, hereby certify that James L. Clayton and Wayne Booth whose names as General Partners of I-65 Investment Properties, a general partnership, is 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 partnership.

Given under my hand this the 8 day of August 1994.

Robin L. Weyer
Notary Public

[SEAL]

My commission expires: 6/12/95

* 1994-25941

Exhibit A

1. Grantor acquired this property from the Mead Land Services, Inc. Incident to such conveyance, I-65 Investment Properties, Inc. agreed to release and hold Mead Land Services, Inc. harmless for any incident, injury or accident relating to any past mining operations. Grantee likewise releases Grantors on the same terms as recorded in Shelby County Real Volume 352, Page 805.
2. It is the intention of the Grantors herein to convey to Grantees herein any mineral and mining rights incident thereto owned by Grantors.
3. Subject to the certain restrictive covenants, a copy of which is attached to this Warranty Deed as Exhibit B and are incorporated by reference herein.

RESTRICTIVE COVENANTS ON THE AIRPARK
INDUSTRIAL COMPLEX, SHELBY COUNTY, ALABAMA
OWNED BY I-65 INVESTMENT PROPERTIES

These covenants are promulgated by the owners of I-65 Investment Properties for the purpose of maintaining an attractive industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owners' request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be handles initially by the I-65 Investment partnership. Upon the project's completion I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the Airpark Industrial Complex who are actually in business in the subdivision. After all lots are sold, these individuals may from time to time make such changes as they deem necessary and appropriate for the best interest of the property owners.

1. All ground shall be maintained and landscaped in an attractive manner.

2. There shall be no mobile homes allowed in the subdivision unless such permission has been obtained from the architectural committee and in no case to exceed more than six (6) month period for the purpose of construction of building ect..

3. There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles, trucks, and other items associated with a business.

4. No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.

5. All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.

6. No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.

7. The setback line for construction of buildings shall be fifty (50) feet from the road with the fenced area not to extend into the setback area.

8. I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.

9. No well, of any kind shall be drilled on the site.

10. Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.

These covenants shall run with the land and each owner agrees and acknowledges that he has been furnished a copy of such restrictions and that he will abide by same. Likewise, the owner shall advise any assigns of such covenants and upon sale require such assignee to agree to be bound by such covenants and upon sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he shall be liable for such actions as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of his breach of these covenants. In such event, owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

Inst # 1994-25941

08/22/1994-25941
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DDA SNA 24.60