

Inst # 1995-18566

THIS INSTRUMENT PREPARED BY:

Larry L. Halcomb  
3512 Old Montgomery Highway  
Birmingham, Alabama 35209

07/14/1995-18566  
09:55 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 236.50

STATE OF ALABAMA

WARRANTY DEED

SHELBY COUNTY

THIS INDENTURE, made and entered into on this the 10th day of July, 1995, by and between DOUBLE MOUNTAIN, L.L.C., a limited liability company, hereinafter referred to as "Grantor" and Frank Murray Dixon II and Susan C. Dixon, hereinafter referred to as "Grantees".

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the payment of TWO HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED THIRTEEN AND 90/100 DOLLARS (\$222,813.90), by Grantees to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantees as joint tenants with right of survivorship the real estate situated in Shelby County, Alabama, described as follows:

TRACTS A AND C, ACCORDING TO THE SURVEY OF DOUBLE MOUNTAIN, L.L.C. TIMBER TRACT SURVEY #3, AS RECORDED IN MAP BOOK 20, PAGE 1, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, to the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to the following, which are specifically excepted:

1. All easements, restrictions, rights-of-way, roadways, public utilities and other easements heretofore filed for record which affect such property, mineral and mining rights owned by others, ad valorem taxes as may be assessed or become due after the date hereof, including any additional taxes levied as a result of the conversion of the property from its current use, all of which shall be paid by Grantee, other than the 1994 ad valorem taxes based on the current use assessment which have been paid by Grantor to the extent of such current use assessment, and any exceptions listed in any title commitment obtained by Grantee; and

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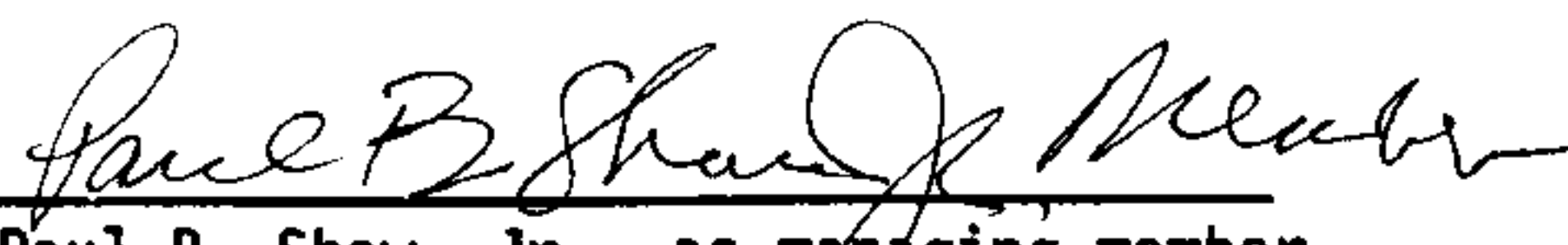
2. Subject to taxes for 1995.

3. Subject to any and all exceptions listed on the attached Exhibit "A".

IN WITNESS WHEREOF, Double Mountain, L.L.C. has caused these presents to be executed by its managing member.

GRANTOR:

DOUBLE MOUNTAIN L.L.C., by its  
managing member

  
Paul B. Shaw, Jr., as managing member

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Larry L. Halcomb, a Notary Public in and for said County in said State, hereby certify that Paul B. Shaw, Jr., as managing member of Double Mountain, L.L.C., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 10th day of July, 1995.

  
Larry L. Halcomb, Notary Public

My Commission Expires: 1/23/98

EXHIBIT "A"

Right-of-way granted Alabama Power Company recorded in Deed Book 299, Page 370.

Easement for road as shown by Plat recorded in Map Book 20, Page 1. (Tract A)

Title to that portion of the property within the bounds of any roads or highways.  
(Tract A)

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