

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 200-A, 100 Vestavia Office Park
Birmingham, Alabama 35216

Send Tax Notice To:
MICHAEL H. STRONG
2000 Southbridge Pkwy.
Suite 200
B'ham, AL 35209

WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Fifteen Thousand and No/100 Dollars (\$315,000.00) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, STEVEN C. HODGES, UN married (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto MICHAEL H. STRONG (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

RIGHT OF FIRST REFUSAL: Grantee herein, his successors or assigns, for a period of 20 years from this date, shall have the right of first refusal to purchase the property of Grantor described as the East 1/2 of the West 1/2 of the SW 1/4 of Section 20, Township 20 South, Range 1 West, Shelby County, Alabama ("Grantor's Retained Property"). Upon receipt by Grantor of an acceptable offer to purchase Grantor's Retained Property, Grantor shall communicate in writing the price and terms of such offer to Grantee or his successors or assigns. Grantee, his successors or assigns, shall have 30 days from such notice to determine whether or not to purchase Grantor's retained property upon such price and terms. In the event Grantee, his successors or assigns fail to agree to purchase Grantor's Retained Property upon such price and terms, within 30 days of such notice, Grantor shall be free to sell Grantor's Retained Property to any person, firm or corporation. This right of first refusal is assignable by Grantee, his successors or assigns.

The property conveyed herein is not the homestead of the Grantor or his spouse.

SUBJECT TO: (1) Taxes due in the year 1995 and thereafter; (2) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 238, Page 36 in Probate Office; (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 327, Page 402 and Deed Book 338, Page 922 in Probate Office; (4) Less and except any part lying within roadway; and (5) Rights of others to use of Perpetual Easement as set out in Deed Book 326, Page 629 in Probate Office and described herein.

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

And I do for myself and for my heirs, executors and administrators, covenant with said Grantee, his successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I 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, his successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, STEVEN C. HODGES, has hereunto set his hand and seal, this the 30th day of August, 1995.


Steven C. Hodges

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that STEVEN C. HODGES, unmarried, 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 foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of August, 1995.

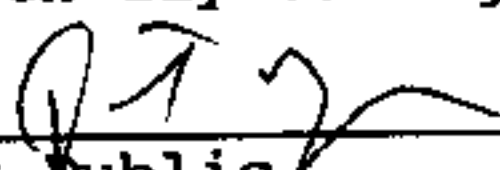

Notary Public
My Commission Expires: 3.1.98

EXHIBIT "A"

HODGES TO STRONG

The East half of the SW 1/4 (E 1/2 of SW 1/4) and SW 1/4 of the SE 1/4, Section 20, Township 20 South, Range 1 West, Shelby County, Alabama.

Easement #1: Also, a 30 foot easement as set out in Real 326, Page 629 in Probate Office of Shelby County, Alabama, more particularly described as follows. Commence at the Northeast corner of the W 1/2 of the NW 1/4 of the SW 1/4 of Section 20, Township 20 South, Range 1 West; run thence in a Southerly direction along the East line of said W 1/2 of the NW 1/4 of the SW 1/4 of said Section 20, for a distance of 530 feet, more or less to a point in the center line of an existing traveled roadway, said point being the point of beginning of said 30 foot easement, said easement lying 15 feet on either side of the following described center line of an existing traveled roadway for a distance of 750 feet, more or less, to its intersection with the West line of said Section 20, said point being approximately 210 feet Southerly from the Northwest corner of the SW 1/4 of said Section 20, and said point being the end of said center line; being situated in Shelby County, Alabama.

Easement #2: Also, a 60 foot wide non-exclusive, perpetual easement, for vehicular and pedestrian ingress, egress and utilities, said easement running with the land and being over and across the East 1/2 of the West 1/2 of the SW 1/4 of Section 20, Township 20 South, Range 1 West, Shelby County, Alabama and located as approximately depicted on the attached Exhibit "A-1".

EXHIBIT A.1

HODGES TO SPON6

Lake
Byram

502

Approximate
Location
EASEMENT # 2

E 1/2 of SW 1/4
S20, T20S, R1W
SHERBY CT, AL.

SW 1/4 of SE 1/4
S20, T20S, R1W
SHERBY CT, AL.

GRANTEDS RETAINED PROPERTY
E 1/2 of W 1/2 of SW 1/4
S20, T20S, R1W
SHERBY CT, AL.

1954

1954

830

685

688

09/01/1995-24265
02:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 KCD 331.00