

SPECIAL WARRANTY DEED

STATE OF ALABAMA)

)SS:

NOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That Monumental Life Insurance Company, an Iowa corporation, whose address is 4333 Edgewood Road N.E., Cedar Rapids, Iowa 52499, which is hereinafter referred to as the "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor by E & T Realty, an Alabama General Partnership, which is hereinafter referred to as the "Grantee", whose address is 1945 Hoover Court, Birmingham, Alabama, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the Grantee, all of that certain real property lying and being situated in the County of Shelby, State of Alabama, which is described more particularly in Exhibit "A", attached hereto and incorporated herein for all purposes together with (i) any and all buildings and other improvements situated thereon, (ii) any and all appurtenances belonging or appertaining thereto; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same, (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary), and (vi) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all of Grantor's air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all related improvements, appurtenances, rights and interests referenced in items (i) through (vi) above are herein collectively referred to as the "Property").

This conveyance is expressly made subject to each of those matters that is set forth in Exhibit "B", which Exhibit is attached hereto and incorporated herein for all purposes, all of which matters are hereinafter collectively referred to as the "Permitted Exceptions".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Grantee and the Grantee's successors and assigns forever, and the Grantor does hereby bind itself and the Grantor's successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property unto the Grantee and the Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not further or otherwise; subject, however, to the Permitted Exceptions.

THE GRANTEE ACKNOWLEDGES THAT THE GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON.

THE GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY AND ANY IMPROVEMENTS THEREON ARE CONVEYED "AS IS" AND "WITH ALL FAULTS".

THE GRANTOR EXPRESSLY DISCLAIMS, AND THE GRANTEE ACKNOWLEDGES AND ACCEPTS THAT THE GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED AS TO: (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND ANY IMPROVEMENTS THERETO, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY SUCH IMPROVEMENTS, AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, REPRESENTATIVE OF THE GRANTOR OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

Inst # 1995-24497

09/06/1995-24497
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 666.00

Inst # 1995-24497

IN WITNESS WHEREOF, Monumental Life Insurance Company, the Grantor, has executed this Special Warranty Deed on the 25th day of August, 1995, to be effective upon delivery.

GRANTOR: Monumental Life Insurance
Company



By: Dennis Roland
Its: Vice President

STATE OF IOWA)
)SS:
COUNTY OF LINN)

This Special Warranty Deed was acknowledged before me on this 25th day of August, 1995, by Dennis Roland, a Vice President of Monumental Life Insurance Company, an Iowa corporation, on behalf of said corporation.


Notary Public State of Iowa

Joan M. Schers
Print Name

My Commission Expires: 12/8/97

Parcel I:

A part of Lot 1, Dewberry's Subdivision as recorded in Map Book 9, page 11, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence North along the West line of said 1/4-1/4 Section a distance of 653.70 feet to a point; thence 119 degrees 08' to the right in a Southeasterly direction a distance of 218.25 feet to a point; thence 11 degrees 19' to the left in a Southeasterly direction a distance of 101.98 feet to a point; thence 101 degrees 19' to the right in a Southwesterly direction a distance of 591.01 feet to the point of beginning.

PERMITTED EXCEPTIONS

1. Right of Way to South Central Bell as recorded in Volume 258, Page 470, in the Probate Office of Shelby County, Alabama.
2. Right of Way to Alabama Power Company as recorded in Volume 109, Page 59, in the Probate Office of Shelby County, Alabama.
3. Mineral and mining rights and rights incident thereto recorded in Volume 78, Page 315, in the Probate Office of Shelby County, Alabama.
4. Terms and Conditions of Trust and Case #4801 as referred to in Real 90, Page 417, in the Probate Office of Shelby County, Alabama.
5. Zoning and building laws or ordinances, and police regulatory powers.
6. The liens of real estate taxes which are not yet due and payable.
7. The liens of Fire and Emergency Medical District fees, Library District fees, and any other fees, charges or assessments of record against the Property.
8. Matters shown on the survey of Walter Schoel, Jr. of Walter Schoel Engineering Company, Inc. dated October 19, 1988 and revised October 26, 1988.

Inst # 1995-24497

09/06/1995-24497
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HCD 666.00