

This instrument was prepared by:

Charles E. Morgan  
P. O. Box 1700  
Tuscaloosa, AL 35403

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of \$496,870.50 and other good and valuable consideration, to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we **Charles E. Morgan**, a married man, **Daniel G. Morgan**, a married man, and **Nathaniel C. Morgan, Jr.**, a single man (herein referred to as GRANTORS) do grant, bargain, sell and convey unto **The Mount Properties, L.L.C.**, a limited liability company (herein referred to as GRANTEE), the following described real estate:

A parcel of land located in the W½ of the SE¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the northeast corner of the southwest one-quarter of Section 31, Township 19 South, Range 2 West; thence run in a westerly direction along the northern line of said quarter section for a distance of 301.28 feet; thence turn an angle to the left of 51 degrees 49 minutes 38 seconds and run in a southwesterly direction for a distance of 524.90 feet; thence turn an angle to the right of 15 degrees 42 minutes 53 seconds and run in a southwesterly direction for a distance of 15.00 feet; thence turn an angle to the left of 102 degrees 10 minutes 58 seconds and run in a southeasterly direction for a distance of 195.60 feet; thence turn an angle to the right of 13 degrees 53 minutes 06 seconds and run in a southeasterly direction for a distance of 185.50 feet; thence turn an angle to the right of 03 degrees 06 minutes 00 seconds and run in a southeasterly direction for a distance of 201.40 feet; thence run an angle to the right of 03 degrees 14 minutes 59 seconds and run in a southeasterly direction for a distance of 894.19 feet to the northwesterly right-of-way line of Alabama Highway No. 119; thence turn an angle to the left of 93 degrees 41 minutes 50 seconds and run in a northeasterly direction along said right-of-way for a distance of 218.07 feet; thence turn an angle to the left of 30 degrees 20 minutes 28 seconds and run in a northeasterly direction for a distance of 115.40 feet; thence turn an angle to the right of 30 degrees 28 minutes 26 seconds and run in a northeasterly direction for a distance of 159.41 feet to the point of beginning. From the point of beginning thus obtained, thence continue the course last described for a distance of 193.52 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a northwesterly direction for a distance of 249.86 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a southwesterly direction for a distance of 185.25 feet; thence turn an angle to the left of 88 degrees 06 minutes 12 seconds and run in a southeasterly direction for a distance of 250.00 feet to the point of beginning. Said parcel contains 47,321 square feet or 1.0863 acres.

This conveyance is hereby made subject to all restrictive covenants, rights of way, easements and reservations of record that apply to the above described real property, including a 20' by 10' sign easement granted to Oxmoor III, Inc. and recorded in the office of Shelby County Judge of Probate as Instrument #1994-31083 and a 24' wide non-exclusive easement for ingress and egress granted to RTM Alabama, Inc. and recorded in the Office of the Shelby County Judge of Probate as Instrument #1995-03036.

GRANTORS warrant that the above described property does not constitute their homestead or the homestead of their spouses.

The entire purchase price was paid from the proceeds of a mortgage recorded herewith.

Inst. # 1996-29422

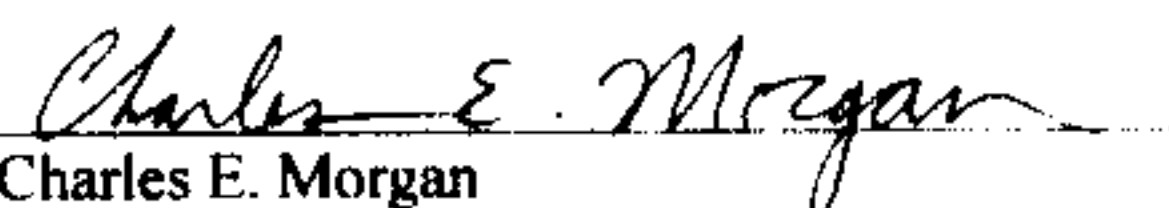
09/06/1996-29422  
11:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MD 14.30

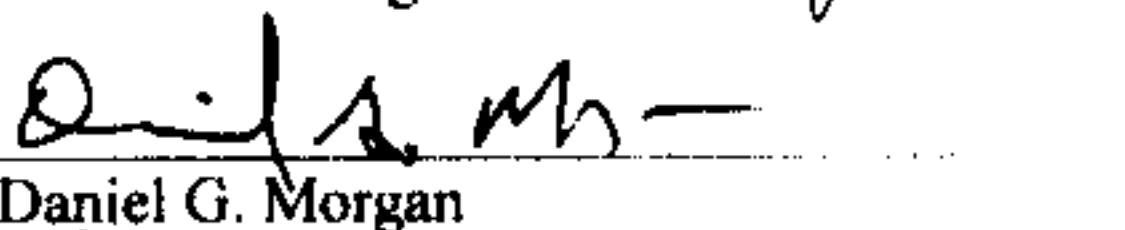
CANADA Title

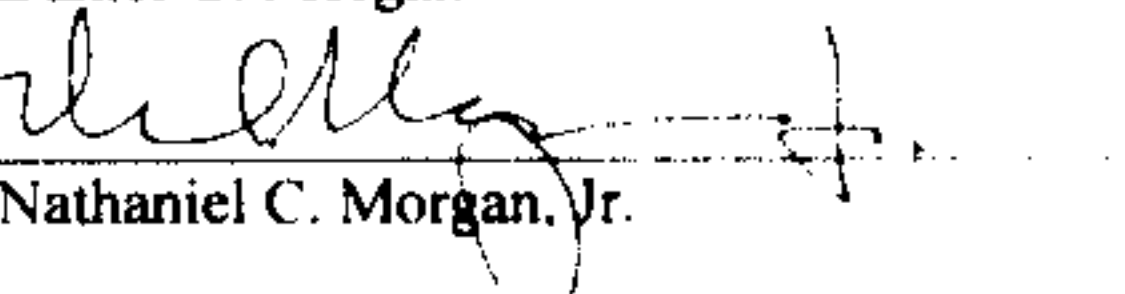
Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and any reversions, remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said GRANTORS in the above described property including the appurtenances.

**TO HAVE AND TO HOLD**, all the above described premises, together with the appurtenances, unto the said GRANTEE, its heirs and assigns forever. And we do for our heirs, executors, and administrators covenant with the said GRANTEE, its 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 are entitled to the immediate possession thereof; that we have a good right to sell and convey the said as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, its heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, we, the undersigned GRANTORS, have hereby executed this deed on the dates indicated below.

  
Charles E. Morgan

  
Daniel G. Morgan

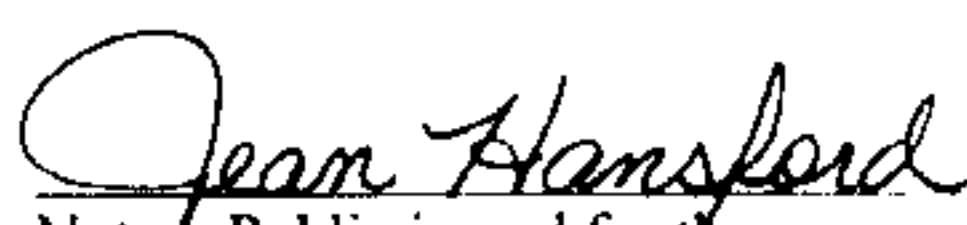
  
Nathaniel C. Morgan, Jr.

STATE OF ALABAMA     )

TUSCALOOSA COUNTY    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CHARLES E. MORGAN, a married man, 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 conveyance, he executed the same voluntarily on this date.

Given under my hand and official seal this the 20<sup>th</sup> day of August, 1996.

  
Notary Public in and for the  
State of Alabama at Large

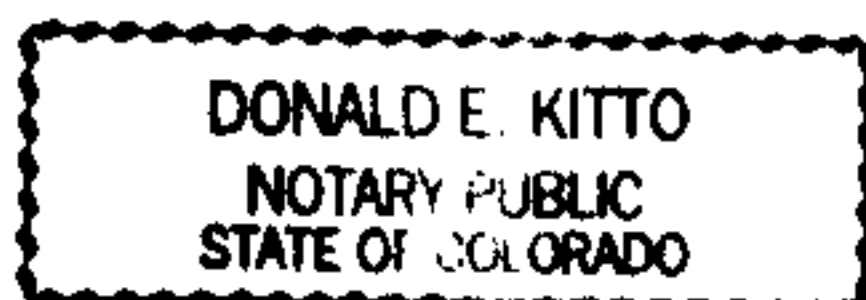
My Commission Expires: 6/6/99


STATE OF COLORADO    )

DENVER COUNTY        )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that DANIEL G. MORGAN, a married man, 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 conveyance, he executed the same voluntarily on this date.

Given under my hand and official seal this the 23<sup>rd</sup> day of August, 1996.



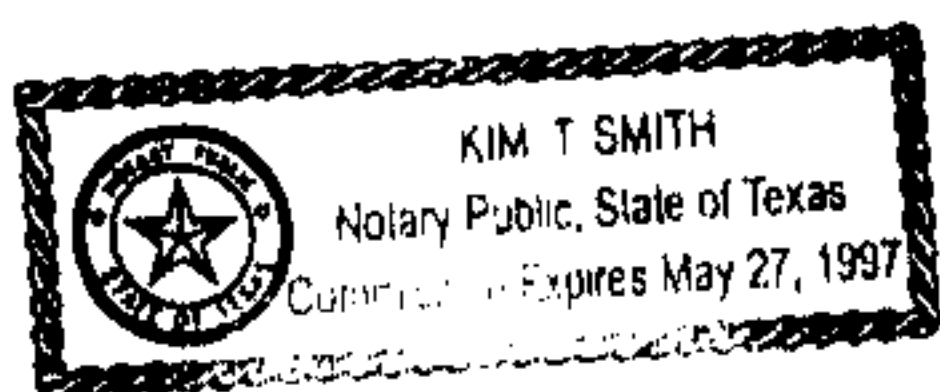
  
Notary Public in and for the  
State of Colorado at Large

My Commission Expires: 11/6/97

STATE OF Texas )  
 )  
Harris COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that NATHANIEL C. MORGAN, JR., an unmarried man, 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 conveyance, he executed the same voluntarily on this date.

Given under my hand and official seal this the 22<sup>nd</sup> day of August, 1996.



Kim T. Smith  
Notary Public

My Commission Expires: 5/27/97

Inst • 1996-29422

09/06/1996-29422  
11:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 REC 14.50