

GENERAL WARRANTY DEED

100,000.00

STATE OF ALABAMA §  
COUNTY OF JEFFERSON §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, LOUISE P. THOMAS AND HERBERT H. THOMAS (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by THOMAS LAND COMPANY, L.L.C. (herein referred to as "Grantee") whose mailing address is 3320 Brookwood Road, Birmingham, Alabama, 35223, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has **GRANTED, SOLD, AND CONVEYED** and by these presents does **GRANT, SELL AND CONVEY** unto Grantee that certain real property located in Shelby County, Alabama, as more particularly described by metes and bounds on Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (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); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) 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, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (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 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 of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property"). Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iv), (vi) and (viii) directly above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

**TO HAVE AND TO HOLD** the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to

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01/03/1997-00260  
12:15 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCB 130.00

Inst # 1997-00260

**WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to (i) all matters on the ground that a true and correct survey would reveal and (ii) all of the matters listed or contained in Exhibit "B" labelled "Permitted Encumbrances" which is attached hereto, incorporated herein and made a part hereof for all purposes, to the full extent same are valid and subsisting and affect the Property.

With respect to the physical condition of any and all improvements and personal property covered hereby and included in this conveyance, same are conveyed **AS IS, WITH ALL FAULTS** and without warranty.

Grantor warrants and represents that all ad valorem taxes and assessments for the Property for the year 1995 and all prior years have been fully paid. All such taxes and assessments for the years prior to 1996 and for 1996 to the effective date of this Deed shall be paid by Grantor. Subject to the foregoing, such taxes and assessments for the year 1996 have been prorated between the parties hereto as of the effective date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the year 1996, then upon demand the parties hereto, if necessary, shall promptly and equitably adjust all such taxes and assessments, as soon as actual figures for these items for calendar year 1996 are available.

EXECUTED this 26<sup>th</sup> day of December 1996.

"GRANTOR"

By: Herbert H. Thomas  
HERBERT H. THOMAS, SPOUSE

By: Louise P. Thomas  
LOUISE P. THOMAS, GRANTOR

STATE OF ALABAMA §  
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This instrument was acknowledged before me on Dec 26, 1996 by HERBERT H. THOMAS and LOUISE P. THOMAS.

Nancy C Hayley  
Notary Public in and for the  
State of Alabama  
Print Name: Nancy C Hayley  
Commission Expires: 9/22/98

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EXHIBIT "A"

PROPERTY DESCRIPTION

(A) The Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ); and a strip of land of uniform width of 423.7 feet across the East side of the Southwest Quarter of Northeast Quarter ( $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ); all in Section 8, Township 19 South, Range 2 East.

(B) A parcel of land in the Southeast Quarter of Northwest Quarter ( $SE\frac{1}{4}$  of  $NW\frac{1}{4}$ ) of Section 9, Township 19 South, Range 2 East, described as follows: Beginning at the Northwest corner of the Southeast Quarter of Northwest Quarter ( $SE\frac{1}{4}$  of  $NW\frac{1}{4}$ ); thence South 79 degrees East for a distance of 12.80 chains to the center line of the Calcis Road; thence South 37 degrees 30 minutes West along center line of such road for a distance of 5.25 chains; thence South 40 degrees 30 minutes West continuing along said road and an old county road for a distance of 7.65 chains; thence South 55 degrees West continuing along center line of an old county road for a distance of 1.96 chains to a point in the center of the driveway to Pauline Armstrong's house; thence North 82 degrees West along center line of said driveway for a distance of 2.74 chains to an iron pin located on the West line of the Southeast Quarter of Northwest Quarter ( $SE\frac{1}{4}$  of  $NW\frac{1}{4}$ ) of Section 9; thence North along said line for a distance of 13 chains to the point of beginning.

(C) The Southwest Quarter of Northwest Quarter ( $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ) of Section 9, Township 19 South, Range 2 East, less the following described two parcels of land:

(1) A parcel of land containing 4 acres, more or less, described as follows: Beginning at the Northeast corner of the Southwest Quarter of Northwest Quarter ( $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ); thence South along East line of said forty for a distance of 10.92 chains to an iron pin, this being the Northeast corner of the Pauline Armstrong homeplace; thence North 80 degrees West for a distance of 8.00 chains to an iron pin; thence South for a distance of 5.00 chains to an iron pin; thence South 80 degrees East for a distance of 8.00 chains to a wooden stake; thence North for a distance of 5.00 chains to the point of beginning of said tract. All bearings refer to the true meridian.

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(2) A parcel of land containing 3.6 acres, more or less, described as follows: Beginning at the Southeast corner of the Southwest Quarter of Northwest Quarter ( $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ), thence North for a distance of 4.08 chains to a wooden stake; thence North 80 degrees West for a distance of 8.00 chains to an iron pin; thence south for a distance of 5.22 chains to an iron pin located on the South line of the Southwest Quarter of Northwest Quarter ( $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ); thence East along said line for a distance of 8.00 chains to the point of beginning.

EXCEPT easements to Plantation Pipe Line Company of record.

BOOK 316 PAGE 638

Shelby County, Alabama, to-wit:

All that property lying north of the Spring Creek Road, and east of the Old Harpersville-Calcis road, and west of the New Harpersville-Calcis road, also known as Shelby County road #467, in Section 9, Tp. 19 South, R 2 East, the same being a triangular piece of property of approximately one and one-half (1½) acres. Said property is bounded on the south by the Benny F. Foster property and on the west by the Herbert H. Thomas property, and on the north by the James Owens property and on the east by Shelby County Highway #467.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

SUBJECT TO: Easements and restrictions of record.

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