

GENERAL WARRANTY DEED

STATE OF ALABAMA §
 §
COUNTY OF JEFFERSON §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, HERBERT THOMAS, JR. TRUST dated August 15, 1991 (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

Inst # 1997-00766

GENERAL WARRANTY DEED

**01/08/1997-00766
03:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 22.00**

Inst # 1997-00766

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 26th day of December 1996.

"GRANTOR"

HERBERT THOMAS, JR. TRUST
dated August 15, 1991

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

By: Louise Petry Thomas
LOUISE PETRY THOMAS, Trustee

STATE OF ALABAMA §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on Dec 26, 1996 by HERBERT H. THOMAS, Trustee and LOUISE PETRY THOMAS, Trustee of HERBERT THOMAS, JR. TRUST dated August 15, 1991.

Nancy C Hayley
Notary Public in and for the
State of Alabama
Print Name: Nancy C Hayley
Commission Expires: 7/22/98

GENERAL WARRANTY DEED

EXHIBIT "A"

PROPERTY DESCRIPTION

An undivided one third (1/3) interest in the following described real estate and improvements thereon, situated in Shelby County, Alabama, to-wit:

All that portion of the S 1/2 of the SE 1/4 Section 4, Township 22, Range 1 West, lying West of what is known as the Butter and Egg Road. Also the NW 1/4 of the NE 1/4 Section 9, Township 22, Range 1 West. Except one-half interest in all mineral on said above described land, which have previously been reserved by B. George and wife, K.J. George.

Except for a parcel of land located in the SW 1/4 of the SE 1/4 of Section 4, Township 22 South, Range 1 West, described as follows: Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 4, Township 22 South, Range 1 West; thence run North 33 degrees West a distance of 576.00 feet to the point of beginning; thence turn an angle of 21 degrees 00' to the right and run a distance of 420.00 feet; thence turn an angle 315.00 feet to the point of beginning.

Except for a parcel of land located in the SW 1/4 of the SE 1/4 of Section 4, Township 22 South, Range 1 West, described as follows: Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 4, Township 22 South, Range 1 West; thence run North 33 degrees West at a distance of 576.00 feet to the point of beginning; thence turn an angle of 124 degrees 00' to the left and run a distance of 343.70 feet; thence turn an angle of 55 degrees 59' to the left and run a distance of 325.91 feet; thence turn an angle of 124 degrees 01' to the left and run a distance of 318.21; thence turn an angle of 74 degrees 03' to the left and run a distance of 68.15 feet; thence turn left 161 degrees 56' and run a distance of 246.87 feet to the point of beginning.

GENERAL WARRANTY DEED

EXHIBIT "B"

PERMITTED ENCUMBRANCES

SUBJECT TO: Easements and restrictions of record.

Inst # 1997-00766

88700-V22-00010
01/08/1997 03:29
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 23.00

01/08/1997-00766
03:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 23.00