

THIS INSTRUMENT PREPARED BY:

James E. Roberts
P.O. Box 370004
Birmingham, Alabama 35237

Send Tax Notice To:

James Mark Clayton
1957 Hoover Court, Suite 312
Hoover, Alabama 35226

GENERAL WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Fifty Thousand Dollars (\$50,000.00) and other good and valuable consideration to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged I, William Wayne Booth & Ronnie Joe Booth, (herein referred to as Grantor), grant, bargain, sell and convey unto, Gary Nichols & Tommy Hudson (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 7 of the Airpark Industrial Complex, an industrial subdivision situated in the Southwest 1/4 of the Southeast 1/4, Section 18 and the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4, Section 19, all in Township 21 South, Range 2 West, Alabaster, as recorded in the Shelby County Probate Court, Map Book 19, Page 116, Shelby County, Alabama.

Property is subject to easements and restrictions of record.
Property is subject to restrictions included in Exhibit A & B

The property conveyed herein does not constitute the homestead of the Grantor.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns forever.
And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEE, his heirs and assigns, that I am lawfully seized in fee Simple of said premises that they are free from all encumbrances, unless otherwise noted 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 heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 20th day of March, 1998.


William Wayne Booth (Seal)


Ronnie Joe Booth (Seal)

STATE OF ALABAMA)
SHELBY COUNTY)

Before me the undersigned notary public in and for said county in said state, personally appeared William Wayne Booth & Ronnie Joe Booth, who being first duly sworn, makes oath that they have read the foregoing instrument and know the contents thereof, and that they are informed and believes, and upon such information and belief, avers that the facts contained therein are true and correct.

Subscribed and sworn to before me this the 20th day of March, 1998.


Notary Public (Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COM. EXPIRES 12/31/99
BOUGHT FROM NOTARY PUBLIC SUPERVISORS

04/02/1998-11718
01:22 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MCB 63.50

Inst # 1998-11718

Exhibit A

Sellers aquired this property from the Mead Land Services, Inc. Incident to such conveyance, I-65 Investment Properties, Inc. agreed to release and hold Mead Land Services, Inc. harmless for any incident, injury or accident relating to any past mining operations. Grantee likewise releases Grantors on the same terms as recorded in Shelby County Real Volume 352, Page 805.

It is the intention of the Sellers herein to convey to Purchaser herein any mineral and mining rights incident thereto owned by Sellers

Subject to the certain restrictive covenants, a copy of which is attached to this Warranty Deed as Exhibit B and are incorporated by reference herein.

EXHIBIT B

RESTRICTIVE COVENANTS ON THE AIRPARK INDUSTRIAL COMPLEX SHELBY COUNTY, ALABAMA OWNED BY I-65 INVESTMENT PROPERTIES

These Covenants are promulgated by the owners of I-65 Investment Properties for the purpose of maintaining an attractive industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owners' request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be handled initially by the I-65 Investment partnership. Upon the project's completion I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the Airpark Industrial Complex who are actually in business in the subdivision. After all lots are sold, these individuals may from time to time make such changes as they deem necessary and appropriate for the best interest of the property owners.

1. All ground shall be maintained and landscaped in an attractive manner.
2. There shall be no mobile homes allowed in the subdivision unless such permission has been obtained from the architectural committee and in no case to exceed more than six (6) month period for the purpose of construction of building etc...
3. There shall be no outside storage of materials or equipment unless such Storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles trucks, and other items associated with a business.
4. No junk vehicles shall be stored on or about the grounds. Likewise no junk or debris will be allowed to accumulate in an unsightly manner.
5. All buildings shall be maintained in a neat and attractive manner, for example concrete or masonry block buildings shall be painted and kept in good condition.
6. No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.
7. The setback line for construction of buildings shall be fifty (50) feet from the road with the fenced area not to extend into the setback area.
8. I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.
9. No well, of any kind shall be drilled on the site.
10. Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.

These covenants shall run with the land and each owner agrees and acknowledges that he has been furnished a copy of such restrictions and that he will abide by same. Likewise, the owner shall advise any assigns of such covenants and upon sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he shall be liable for such actions as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of his breach of these covenants. In such event, owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee

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