

STATE OF ALABAMA
COUNTY OF SHELBY

Send Tax Notice To:
Mr. Paul J. Spina Jr.
Buck, Ltd
100 Canyon Park Circle, Suite D
Pelham, AL 35124

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Seventy-five Thousand and no/100 DOLLARS (\$ 75,000.00), and other good and valuable consideration, the undersigned grantor **FORESIGHT DEVELOPMENT, LLC.**, an Alabama limited liability corporation (the "Grantor"), in hand paid by Buck, Ltd., Pelham, AL (the "Grantee"), the receipt and sufficiency whereof is hereby acknowledged, the Grantor does grant, bargain, sell and convey unto the Grantee, the following real estate situated in Shelby County, Alabama, to wit: Two commercial lots of the future Carrington Subdivision and further described as,

"Parcel A"

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, containing 0.385 acres (16,765.028 square feet); more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter-Quarter line 29.13 feet to an iron pin; thence continue Northerly along the same course 300.38 feet to an iron pin at a point 991.17 feet Southerly of a found pipe along the Quarter-Quarter line; thence turn right 92°53'49" a distance of 1579.93 feet to a point being 160 feet perpendicular from the Westerly Right-of-Way of Shelby County Highway No. 12 and the point of Beginning; thence continue Easterly along the same course a distance of 161.43 feet to the Westerly Right-of-Way of Shelby County Highway No. 12; thence turn right 97°37'34" Southwesterly a distance of 104.78 feet along the Westerly Right-of-Way of Shelby County Highway 12; thence turn right 82°22'26" Westerly 161.43 feet; thence turn right 97°37'34" Northeasterly a distance of 104.78 feet to the Point of Beginning.

Together with a 12.50 foot wide easement along the westerly line of the above described parcel, the westerly line of said 12.50 foot wide easement being also the westerly line of said parcel.

"Parcel B"

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 32, Township 21 South, Range 2 West, Shelby County, Alabama, containing 0.533 acres (23,197.459 square feet); more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter-Quarter line 29.13 feet to an iron pin; thence continue Northerly along the same course 300.38 feet to an iron pin at a point 991.17 feet Southerly of a found pipe along the Quarter-Quarter line; thence turn right 92°53'49" a distance of 1579.93 feet to a point being 160 feet perpendicular from the Westerly Right-of-Way of Shelby County Highway 12; thence continue Easterly along the same course a distance of 161.43 feet to the Westerly Right-of-Way of Shelby County Highway No. 12; thence turn right 97°37'34" Southwesterly a distance of 155.22 feet along the Westerly Right-of-Way of Shelby County Highway No. 12 to the Point of Beginning; thence continue Southwesterly along the Westerly Right-of-Way of Shelby County Highway No. 12 a distance of 147.46 feet to the North Right-of-Way line of Laurel Road; thence turn right 82°22'26" Westerly 141.43 feet to the Southeast corner of the Calera Pump Station site; thence turn right 97°37'34" Northeasterly a distance of 20.00 feet to the Northeast corner of the Calera Pump Station site; thence turn left 97°37'34" a distance of 20.00 feet to the Northwest corner of the Calera Pump Station site; thence turn right 97°37'34" Northeasterly a distance of 127.46 feet; thence turn right 82°22'26" Easterly a distance of 161.43 feet to the Point of Beginning.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Ad valorem taxes for the year 1998, which constitute alien but are not yet due and payable;
2. Any and all easements, rights of way, restrictions, and encumbrances of record.

TO HAVE AND TO HOLD unto the said Grantee, and its successors and assigns forever, subject however to the exceptions noted above.

IN WITNESS WHEREOF, FORESIGHT DEVELOPMENT, LLC. Has caused these presents to be executed by its duly authorized member this day of , 1997.

FORESIGHT DEVELOPMENT, LLC.
An Alabama Limited Liability Corporation

By: 
MEMBER

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby L. Bynum, whose name as member of Foresight Development, LLC, 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 such conveyance, he as such member and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this 7 day of Oct, 1998.


NOTARY PUBLIC

My commission expires: 2/24/2001

10/26/1998-41720
10:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HEL 41.00

Inst # 1998-41720

FORM- CHICAGO TITLE INSURANCE COMPANY STANDARD FORM OWNER'S AND CONTRACTOR'S FINAL AFFIDAVIT AND INDEMNITY AGREEMENT

CHICAGO TITLE INSURANCE COMPANY

ORDER NO:

AFFIDAVIT AND AGREEMENT

STATE OF Alabama)
) S.E.
COUNTY OF Shelby)

On this 7th day of October, 1998, before me personally appeared Foresight Development, LLC, an Alabama Limited Liability Corporation owners of property, and N/A General Contractor, to me personally known, who, being duly sworn on their oaths, did say that all of the persona, firms, and corporations, including the General Contractor and all sub-contractors, who have furnished services, labor, or materials, according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real state hereinafter described, have been paid in full and that such work was fully completed on or before _____ by the owners, free and clear of any mechanic's lien whatever, all such items or claims for lien being hereby expressly waived.

Affiants further say that no unsatisfied claims for lien or payment have been made to either of the affiants by, nor is any suit now pending on behalf of, any contractor, sub-contractor, laborer, or materialman, and further that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the aforesaid premises or the improvement thereon, and all plumbing, heating, lighting, refrigerating, and other equipment is fully paid for, including all bills for the repair thereof, except as follows: (if none, state "none")

N/A

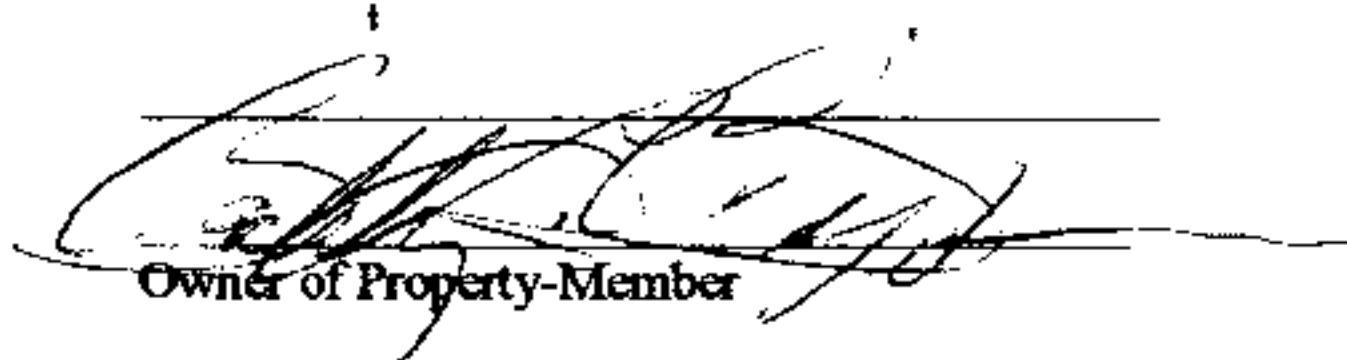
Affiants, parties hereto, hereby request Chicago Title Insurance Company to issue its policy or policies of title insurance upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's liens, and in consideration thereof, and as an inducement therefor, said affiants do hereby, jointly and severally, agree to indemnify and hold said Chicago Title Insurance Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said Chicago Title Insurance Company shall or may suffer or incur or become liable for under its said policy or policies not to be issued, or any reissue, renewal or extension thereof, or new policy at any time issued upon said real estate, part thereof or interest therein, arising directly or indirectly, out of or on account of any such mechanics' or materialmen's lien or liens or claim or claims or in connection with its enforcement of its rights under this agreement. All representation, agreements of indemnity, and waivers herein contained shall insure also to the benefit of any party assured under any policy issued by Chicago Title Insurance Company and any action brought hereon may be instituted in the name of Chicago Title Insurance Company or said assured or both.

The real state and improvements referred to herein are situated at County hwy. 12 and Laurel Road, in the County of Shelby, State of Alabama and are described as follows to wit:

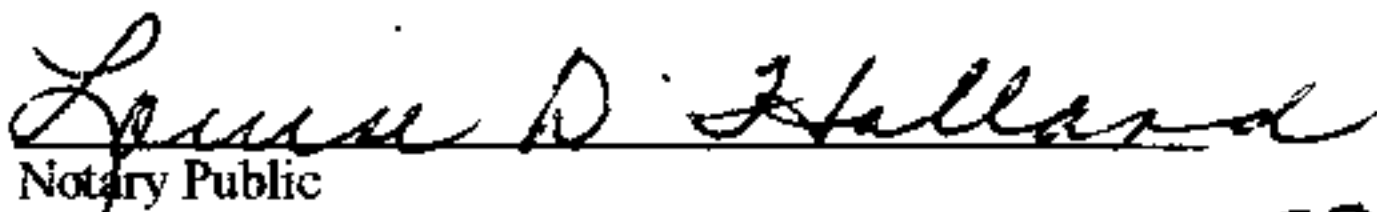
Commercial Parcels both A and B of Carrington Subdivision

This affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies.

NOTE: Where the premises are owned by two or more owners, both should be named as affiants and both should sign. Where corporations are involved, the names of the affiants and the Owner of Property signatures should be those officers of the corporations, preferably the Presidents.


Owner of Property-Member

Subscribed, and sworn to before me the day and year above written.


Notary Public

My Commission Expires:
2/24/2001

Inst # 1998-41720

10/26/1998-41720
10:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 41.00