

✓ Send Tax Notice to:
Reamer Development Corporation
P. O. Box 380785
Birmingham, AL 35238

STATE OF ALABAMA)
COUNTY OF SHELBY)

12/18/1998-50499
10:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 61.00

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THOMPSON PROPERTIES 119AA370, Ltd., an Alabama limited partnership, as to a 56% interest, and THOMPSON PROPERTIES 123AA370, Ltd., an Alabama limited partnership, as to a 44% interest, whose address is c/o Brookhaven Properties III, Inc., 3900 Montclair Road, Suite 200, Birmingham, Alabama 35213 (collectively, the "Grantors") for and in consideration of the sum of Forty-five Thousand dollars (\$45,000), the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the REAMER DEVELOPMENT CORPORATION, an Alabama corporation, whose address is P.O. Box 380785, Birmingham, Alabama 35238 (the "Grantee"), subject to all matters of record (the "Permitted Exceptions"), that certain tract of land situated in Shelby County, Alabama and more particularly identified and described in Exhibit "A" attached hereto and incorporated by this reference (the "Subject Property").

Except for the statutory warranties of title contained hereinbelow, Grantee acknowledges and agrees that it accepts the conveyance of the Subject Property in its present condition, "as-is, where-is" subject to all patent and latent defects, if any, with no representation or warranty by Grantors as to its fitness for any particular purpose, merchantability, design, suitability, habitability, or usability, including, but not limited to, the quality or condition, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety and environment. Grantee acknowledges that Grantee entered into the Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance and legal condition of the Subject Property and that except for the statutory warranties of title contained hereinbelow Grantee is not now relying, and will not later rely, upon any representations or warranties made by Grantors or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Subject Property.

Grantee for itself and any entity affiliated with Grantee, waives and releases the Grantors, their general and limited partners, and all employees, agents, officers, trustees, directors and shareholders of the Grantors and of any of their general or limited partners, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, existing and future, contingent

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or otherwise (including any action or proceeding, brought or threatened, or ordered by any appropriate governmental entity) made, incurred, or suffered by Grantee or any entity affiliated with Grantee relating to the presence, misuse, use, disposal, release or threatened release of any hazardous or toxic materials, chemicals or wastes at the Subject Property and any liability or claim related to the Subject Property arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, or any other cause of action based on any other state, local, or federal environmental law, rule or regulation, provided however, the foregoing release shall not operate to release any claim by Grantee against any person or entity other than described above in this paragraph. These provisions shall survive the future transfer of any or all of the Subject Property by Grantee.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions as aforesaid, unto the said Grantee, its successors and assigns, forever.

Except for the Permitted Exceptions, the Grantors do hereby warrant and forever defend, all and singular, the said land and premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantors (or either of them), but not further or otherwise.

Executed and delivered this 17th day of December, 1998.

GRANTOR:

THOMPSON PROPERTIES 119AA370, Ltd., an Alabama limited partnership, as to a 56% interest

By: Brookhaven Properties III, Inc.,
an Alabama corporation,
its general partner

By: Albert F. Thomasson
Albert F. Thomasson, President

THOMPSON PROPERTIES 123AA370, Ltd.,
an Alabama limited partnership, as to a 44% interest

By: Brookhaven Properties III, Inc.,
an Alabama corporation,
its general partner

By: Albert F. Thomasson
Albert F. Thomasson, President

STATE OF ALABAMA}

JEFFERSON COUNTY}

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert F. Thomasson, whose name as President of Brookhaven Properties III, Inc., an Alabama corporation, is signed to the foregoing Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its respective capacities as the general partner of Thompson Properties 119AA370, Ltd., an Alabama limited partnership, and as the general partner of Thompson Properties 123AA370, Ltd., an Alabama limited partnership, on the day the same bears date.

GIVEN under my hand and official seal this the 17th day of December, 1998.

Spencer Wells
Notary Public
My Commission Expires:
1-28-99

This Instrument Prepared By:
William R. Sylvester, Esq.
Walston, Wells, Anderson & Bains
500 Financial Center
505 20th Street North
Birmingham, Alabama 35203

F:\Users\EOB\ATHOMMAS\Deed for Dec. 16, 1998 closing.wpd

EXHIBIT "A"

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COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND RUN SOUTHERLY ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 1386.05 FEET; THENCE TURN 30°20'33" LEFT AND RUN SOUTHEASTERLY 287.37 FEET; THENCE TURN 12°36'16" LEFT AND RUN 461.42 FEET; THENCE TURN 28°28'09" LEFT AND RUN 769.76 FEET; THENCE TURN 19°16'50" LEFT AND RUN 188.04 FEET; THENCE TURN 37°03'08" RIGHT AND RUN 210.37 FEET; THENCE TURN 90°00'00" LEFT AND RUN 187.10 FEET; THENCE TURN 12°23'07" RIGHT AND RUN 214.66 FEET; THENCE TURN 19°54'55" LEFT AND RUN 356.37 FEET; THENCE TURN 95°46'09" LEFT AND RUN 197.65 FEET TO A POINT; THENCE TURN 90°00'00" LEFT TO THE TANGENT TO A CURVE TO THE LEFT AT SAID POINT, SAID CURVE HAVING A RADIUS OF 520.00 FEET AND RUN ALONG SAID CURVE 14.40 FEET TO A POINT; THENCE TURN 90°00'00" RIGHT FROM THE TANGENT TO SAID CURVE AT SAID POINT AND RUN 60.00 FEET TO A POINT; THENCE TURN 90°00'00" RIGHT TO THE TANGENT TO A CURVE TO THE RIGHT AT SAID POINT, SAID CURVE HAVING A RADIUS OF 580.00 FEET AND RUN ALONG SAID CURVE 48.76 FEET TO A POINT; THENCE TURN 90°00'00" LEFT FROM THE TANGENT TO SAID CURVE AT SAID POINT AND RUN 160.00 FEET; THENCE TURN 93°48'15" RIGHT AND RUN 127.02 FEET; THENCE TURN 12°21'03" RIGHT AND RUN 400.20 FEET; THENCE TURN 46°47'19" LEFT AND RUN 154.07 FEET TO A POINT; THENCE TURN 90°00'00" RIGHT TO THE TANGENT TO A CURVE TO THE RIGHT AT SAID POINT, SAID CURVE HAVING A RADIUS OF 400.00 FEET, AND RUN 35.52 FEET TO A POINT; THENCE TURN 90°00'00" LEFT FROM THE TANGENT TO SAID CURVE AT SAID POINT AND RUN 164.20 FEET; THENCE TURN 32°29'24" LEFT AND RUN 106.19 FEET; THENCE TURN 70°54'34" RIGHT AND RUN 80.14 FEET; THENCE TURN 87°26'44" LEFT AND RUN 85.31 FEET; THENCE TURN 69°04'20" LEFT AND RUN 726.76 FEET; THENCE TURN 23°27'00" LEFT AND RUN 191.34 FEET; THENCE TURN 87°53'07" RIGHT AND RUN 178.05 FEET; THENCE TURN 90°00'00" LEFT AND RUN 52.96 FEET; THENCE TURN 18°45'43" RIGHT AND RUN 85.75 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE 120.50 FEET; THENCE TURN 81°25'40" RIGHT AND RUN 158.52 FEET; THENCE TURN 70°36'25" LEFT AND RUN 135.21 FEET; THENCE TURN 66°01'27" RIGHT AND RUN 211.35 FEET; THENCE TURN 107°06'41" RIGHT AND RUN 223.95 FEET; THENCE TURN 79°24'18" RIGHT AND RUN 158.50 FEET; THENCE TURN 90°00'00" LEFT AND RUN 57.88 FEET; THENCE TURN 90°00'00" RIGHT AND RUN 223.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND HAVING AN AREA OF 67,680 SQUARE FEET OR 1.55 ACRES.

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