

STATE OF ALABAMA

SHELBY COUNTY

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Hundred Forty Thousand Eight Hundred Forty (\$240,840.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, that, E. Wayne McCain, hereinafter called "Party of the First Part," do hereby GRANT, BARGAIN, SELL AND CONVEY unto H. Monroe Properties L.L.C., hereinafter called "Party of the Second Part" in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land located in the SW $\frac{1}{4}$ -N/W $\frac{1}{4}$ of Section 30, Township 20 South, Range 2 West and in the SE $\frac{1}{4}$ -N/E $\frac{1}{4}$ and the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, Being more particularly described as follows:

Commence at the NW corner of said Section 30; Thence S 0Deg 08' 22" E Along the West Line of said Section 30, a distance of 2140.50' to the Point of Beginning; thence continue along last described course a distance of 164.94'; thence N 89Deg 51' 38" E, a distance of 8.0'; thence S 0Deg 08' 22" E a distance of 41.92'; thence S 89Deg 51' 38" W a distance of 8.0'; thence S 0Deg 08' 22" E along said West Line, a distance of 335.37'; thence N 81Deg 08' 31" W a distance 108.73' thence S 5Deg 57' 33" W a distance of 308.09' to the Northerly ROW line of Seaboard Coast Line Railroad; thence S 67Deg 26' 17" E along said Railroad ROW, a distance of 151.89'; thence leaving said railroad ROW; N 0Deg 08' 22" W along aforesaid West line of said Section 30, a distance of 280.30'; thence N 84Deg 20' 23" E a distance of 356.85'; thence N 0deg 09' 17" W a distance of 659.98'; thence N 80Deg 55' 36" W a distance of 119.35' to a point on a curve to the left having a radius of 966.97', a central angle of 9Deg 14' 43", and subtended by a chord which bears N 4Deg 27' 04" E a chord distance of 155.86'; thence along the arc of said curve a distance of 156.03'; thence N 0Deg 10' 20" W a distance of 127.17' to the beginning of a curve to the right, having a radius of 25.0', a central angle of 87Deg 42' 41", and subtended by a chord which bears N 43Deg 41' 00" E a chord distance of 34.64'; thence along the arc of said curve a distance of 38.27' to the end of said curve and a point lying on the Southerly ROW line of Pardue Road (60' ROW); thence S 87 33' 08" W along said ROW line a distance of 109.42' to the beginning of a curve to the right having a radius of 25.0', a central angle of 90Deg 46' 24" and subtended by a chord which bears S 45Deg 33' 32" E a chord distance of 35.59'; thence along the arc of said curve, a distance of 39.61' to the end of said curve; thence S 0Deg 10' 20" E a distance of 122.80' to the beginning of a curve to the right having a radius of 906.97', a central angle of 12Deg 11' 01", and subtended by a chord which bears S 5Deg 55' 13" W a chord distance of 192.50'; thence along the arc of said curve a distance of 192.86' to the end of aforesaid curve, and the beginning of a curve to the left, having a radius of 969.31', a central angle of 4Deg 02' 42", and subtended by a chord which bears S 9Deg 59' 22" W a chord distance of 68.42'; thence along the arc of said curve a distance of 68.43'; thence S 89Deg 49' 40" W a distance of 157.33" to the Point of Beginning. Containing 6.62 Acres, more or less.

This conveyance is subject to all easements, rights-of-way and restrictions of record affecting said property.

TO HAVE AND TO HOLD to the said party of the Second Part in fee simple forever, together with every contingent remainder and right of reversion.

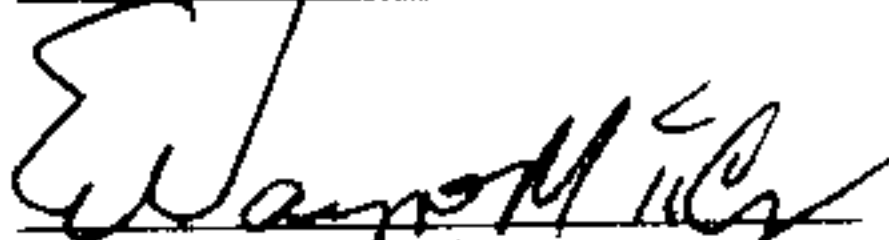
The Party of the First Part, does individually and for the heirs, executors, and administrators of the Party of the First Part covenant with said Party of the Second Part and the heirs and assigns of the Party of the Second Part, that the Party of the First Part is lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that the Party of the First Part has a good right to sell and convey the said premises; that the Party of the First Part and they heirs, executors, and administrators of the Party of the First Part shall warrant and defend the said premises to the Party of the Second Part and the heirs and assigns of the Party of the Second Part forever, against the lawful claims of all persons.

01/06/1999-00643
12:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 252.00

Inst # 1399-00643

IN WITNESS WHEREOF, the Party of the First Part has executed this Deed and set the signature and seal of the Party of the First Part thereto on this the 23rd day of Dec, 1998, at Pelham, Alabama

PARTY OF THE FIRST PART


E. Wayne McCain

STATE OF ALABAMA

SHELBY COUNTY

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) ACKNOWLEDGEMENT

I, Theresa Johnson Moore, a Notary Public for the State at Large, hereby certify that E. Wayne McCain whose name is signed to the foregoing Warranty, who is known to me, acknowledged before me on this day that, being informed of the contents of the Deed, that he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE on this the 23 day of December 1998.


Notary Public
My Commission Expires: 6/30/99

THIS INSTRUMENT PREPARED BY:

Kevin M. McCain Esq., 363 Canyon Park Drive Pelham, Alabama 35124

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