

Send Tax Notice To:  
Kent Upton

\_\_\_\_\_  
\_\_\_\_\_

This instrument was prepared by:  
James W. Fuhrmeister  
Allison, May, Alvis, Fuhrmeister  
& Kimbrough, L.L.C.  
P. O. Box 380275  
Birmingham, AL 35238

Inst # 1999-08437

03/02/1999-08437  
08:42 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

85.00  
D04 MMS

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**Warranty Deed**

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STATE OF ALABAMA     )  
  
COUNTY OF SHELBY    )

**KNOW ALL MEN BY THESE PRESENTS,**

THAT IN CONSIDERATION OF Sixty Eight Thousand Six Hundred Twenty Five Dollars and 00/100 (\$68,625.00) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **W. PAUL YEAGER AND WIFE, CLARA Y. YEAGER** in referred to as Grantors, whether one or more) do grant, bargain, sell and convey unto **KENT UPTON, a married man**, (herein referred to as Grantees, whether one or more), in fee simple, together with every contingent remainder and right of reversion the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

See Attached Exhibit A

Subject to:

1. General and special taxes or assessments for 199 and subsequent years not yet due and payable.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 142, page 81; Deed Book 105, page 22; Deed Book 101, page 517; Deed Book 170 page 290; Deed Book 205, page 685 and Deed Book 192, page 252 in Probate Office.
3. Easement(s) to Alabama Gas Corp. as shown by instrument recorded in Real 365, page 193, in Probate Office.
4. Easement(s) to Colonial Pipeline Co. as shown by instrument recorded in Deed Book 222, page 638 and amended in Deed Book 270 page 5, in Probate Office.

5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 327, page 553, in the Probate Office.
6. Riparian Rights, if any, in and to the use of Peavine Creek.
7. Less and except any portion lying within Peavine Creek.
8. Rights of others to use access easement as set out in Real 387 page 792, Inst. #1996-6788, Inst. #1997-16169 and Inst. #1997-16172 in Probate Office.
9. All other existing easements, restrictions, set-back lines, rights of ways, limitations, if any, of record.

And I do for myself and for my heirs, executors, and administrators covenant with said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above; that we 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 Grantees, their heirs, and assigns forever, against the lawful claims of all persons.

TO HAVE AND TO HOLD unto the said Grantee his heirs and assigns, forever in fee simple forever, together with every contingent remainder and right of reversion.

***Right of First Refusal on Additional Property***

FURTHER, Grantee shall have the right of first refusal for all property presently owned by the Seller that is bound by Peavine Creek on the West, the dam on the south, the ridge of the mountain on the east and this property on the North. In the event Grantor shall obtain a bona fide third party offer which the Grantor intends to accept to sell all of the aforesaid property (the "Third Party Offer"), Grantor shall advise Grantee in writing of such Third Party Offer and Grantor's intention to accept such offer ("Grantor's Notice"), and shall furnish to Grantee all of the basic terms and conditions of such Third Party Offer.

The Grantee shall have the right, within ten (10) days after receipt of Grantor's Notice, to exercise its right of first refusal by giving notice in writing to Grantor. If Grantee exercises its right of first refusal, Grantor and Grantee shall enter into a contract to reflect the terms, covenants and conditions contained in the Third Party Offer. If Grantee shall not so elect within the said period, Grantor may then sell the property to the offeror on the same terms and conditions set forth in the Third Party Offer to Grantee

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 2nd day of November, 1998.

  
W. Paul Yeager

Clara Y. Yeager  
Clara Y. Yeager

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Paul Yeager and wife, Clara Y. Yeager., whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this the 2nd day of November, 1998.

Donna Fresler  
Notary Public  
My commission expires: 9/1/2001

Beginning at the NE corner of the NW 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 2 West, Shelby County, Alabama and run thence Westerly along the North line of said Section 21 a distance of 1,779.59 feet to a point in the centerline of Peavine Creek; thence turn an interior angle of 139 deg. 39 min. 46 sec. interior to the right and run Southwesterly down centerline of creek 37.52 feet to a point; thence continue down the centerline of Peavine Creek the next 16 calls:

thence turn 145 deg. 57 min. 46 sec. interior to the right and run down centerline of creek 80.22 feet to a point; thence turn 150 deg. 55 min. 46 sec. interior to the right and run down centerline of creek 51.85 feet to a point; thence turn 122 deg. 46 min. 36 sec. interior to the right and run down centerline of creek 55.78 feet to a point; thence turn 193 deg. 48 min. 04 sec. interior to the right and run down centerline of creek 103.28 feet to a point; thence turn 169 deg. 02 min. 40 sec. interior to the right and run down centerline of creek 56.99 feet to a point; thence turn 260 deg. 43 min. 05 sec. interior to the right and run down centerline of creek 131.51 feet to a point; thence turn 224 deg. 15 min. 59 sec. interior to the right and run down centerline of creek 66.52 feet to a point; thence turn 183 deg. 50 min. 38 sec. interior to the right and run down centerline of creek 68.09 feet to a point; thence turn 197 deg. 39 min. 19 sec. interior to the right and run down centerline of creek 90.79 feet to a point; thence turn 195 deg. 35 min. 12 sec. interior to the right and run down centerline of creek 96.52 feet to a point; thence turn 136 deg. 10 min. 30 sec. interior to the right and run down centerline of creek 80.04 feet to a point; thence turn 148 deg. 06 min. 30 sec. interior to the right and run down centerline of creek 94.27 feet to a point; thence turn 70 deg. 43 min. 01 sec. interior to the right and run down centerline of creek 167.05 feet to a point; thence turn 270 deg. 00 min. 00 sec. interior to the right and run down centerline of creek 50.00 feet to a point; thence turn 243 deg. 32 min. 56 sec. interior to the right and run down centerline of creek 154.24 feet to a point; thence turn 104 deg. 53 min. 05 sec. interior to the right and run down centerline of creek 78.29 feet to a point; thence turn 105 deg. 01 min. 17 sec. interior to the right and run Easterly, 1,219.89 feet to a steel rebar pin corner; thence turn 128 deg. 23 min. 59 sec. interior to the right and run Northeasterly 274.80 feet to a steel rebar corner; thence turn 182 deg. 06 min. 41 sec. interior to the right and continue Northeasterly 880.85 feet to the point of beginning; being situated in Shelby County, Alabama.  
Mineral and mining rights excepted.

Inst # 1999-08437

**EXHIBIT** A

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