

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 SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00)** and other good and valuable consideration, paid in hand to **STEPHEN J. GARRETT (a/k/a Steven J. Garrett) and wife, JANICE W. GARRETT** (hereinafter together called the "Grantors"), by **MAGIC CITY TITLE, INC., an Alabama corporation** (herein called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto the Grantee the following described real property, together with all improvements thereon, situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of the Garrett Subdivision as recorded in Map Book 24, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama; and

A non-exclusive perpetual easement more particularly described as follows:

Being a part of Lot 2, Garrett Subdivision, as recorded in Map Book 24, Page 95, in the Probate Office of Shelby County, Alabama, being a parcel of land situated in the Northwest one-quarter of the Northwest one-quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 15; thence north along the east line of said quarter-quarter section 225.38 feet to the point of beginning of the easement herein described; thence continue along the last stated course 25.11 feet; thence turn an interior angle of 239° 40' and run easterly 51.15 feet to the westerly right-of-way line of Caldwell Mill Road; thence turn an interior angle of 105° 56' 44" and run northerly 60.42 feet along said right-of-way line; thence turn an interior angle of 74° 03' 16" leaving said right-of-way line and run southwesterly 33.85 feet; thence turn an interior angle of 120° 19' 40" and run southerly 7.29 feet; thence turn an interior angle of 215° 41' 47" and run southwesterly 74.00 feet; thence turn an interior angle of 234° 16' 12" and run westerly 144.60 feet; thence turn an interior angle of 90° 04' 01" and run southerly 25.00 feet; thence turn an interior angle of 89° 58' and run easterly 187.83 feet to the point of beginning. (hereinafter referred to as the "Easement Parcel").

The above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

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SHELBY COUNTY JUDGE OF PROBATE  
003 NWS 14.00

Inst # 1999-13323

This conveyance is made subject to the following:

1. 1999 ad valorem taxes, a lien but not yet due and payable.
2. Restrictions as shown on recorded map as recorded in Map Book 24, Page 95, in the Probate Office of Shelby County, Alabama.
3. Right-of-way granted to Alabama Power Company recorded in Volume 179, Page 332, in the Probate Office of Shelby County, Alabama.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 158, Page 30, in the Probate Office of Shelby County, Alabama.
5. Restrictions and covenants appearing of record in Instrument # 1995-20161 in the Probate Office of Shelby County, Alabama.
6. Ingress, Egress and sign easement referred to in Paragraph 2 of that certain Easement Agreement recorded as Instrument # 1995-20162, and assigned by Instrument # 1994-20163, recorded in the Probate Office of Shelby County, Alabama (affects Easement Parcel only).
7. Sign easement referred to in Paragraph 3 of that certain Reciprocal Easement Agreement as recorded in Instrument # 1995-20164, and assigned by Instrument #1995-20165, recorded in the Probate Office of Shelby County, Alabama (affects Easement Parcel only).

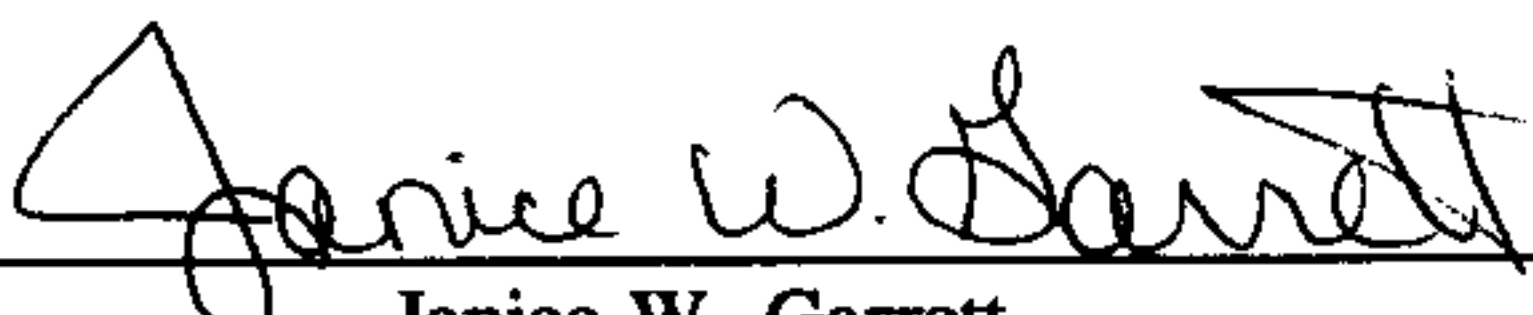
This General Warranty Deed is executed and the property described herein is conveyed to the Grantee, as Qualified Intermediary, pursuant to the terms and provisions of (i) that certain Exchange Agreement executed as of January 22, 1999, by and between William J. Christenberry, James F. Jordan, Jr., Caldwell Mill Animal Clinic Partnership, and Magic City Title, Inc., and (ii) that certain Escrow Agreement executed as of the date hereof, by and between Harco, Inc., Magic City Title, Inc., and Covenant Bank.

And the Grantors do for themselves and their heirs, executors and administrators, covenant with the said Grantee that they are lawfully seized of the premises in fee simple, that they are free from all encumbrances except as hereinabove stated; that they have a good right to sell and convey the same as aforesaid; and that they will, and their heirs, executors, and administrators shall warrant and defend the same unto the said Grantee, its successors and assigns, forever, against the lawful claims of any and all persons.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have executed this conveyance on this the 25th day of March, 1999.

  
Stephen J. Garrett  
(a/k/a Steven J. Garrett)

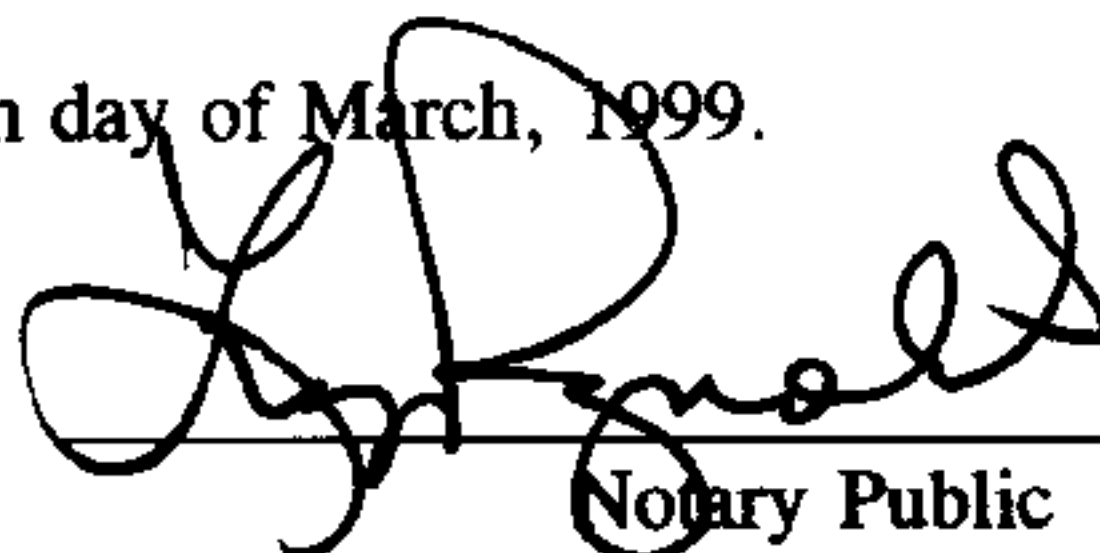
  
Janice W. Garrett

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen J. Garrett (a/k/a Steven J. Garrett) and wife, Janice W. Garrett, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 25th day of March, 1999.

[ NOTARIAL SEAL ]

  
Notary Public

My Commission Expires: 6/8/2002

This document was prepared by:  
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Inst # 1999-13323

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