

**SEND TAX NOTICES TO:**

R. WILKINS CONSTRUCTION, INC.  
6284 Highway 17  
Helena, Alabama, 35080

Inst # 2000-11639

**WARRANTY DEED**

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Seventy Thousand and 00/100 Dollars (\$70,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **ST. CHARLES PLACE, an Alabama General Partnership** (herein referred to as "Grantor"), hereby grants bargains, sells, and conveys unto **R. WILKINS CONSTRUCTION, INC.** (herein referred to as "Grantee"), the following described real estate situated in Shelby County, Alabama, to wit:

Part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most northerly corner of Lot 17, St. Charles Place Jackson Square Phase Two Sector Three, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 20, Page 39, run in a southeasterly direction along the northeast line of said Lot 17 for a distance of 95.67 feet to a point of curve, said curve being concave in a northeasterly direction and having a central angle of 4 degrees 16 minutes 18 seconds and a radius of 2286.99 feet; thence turn an angle to the left and run in a southeasterly direction along the northeast line of Lots 17, 16 and 15 of said St. Charles Place Jackson Square subdivision for a distance of 170.51 feet to an existing iron rebar being on the northwest right-of-way line of a 100' Alabama Power Company right-of-way and being the most easterly corner of said Lot 15; thence turn an angle to the left (120 degrees 00 minutes 57 seconds from the chord of last mentioned curve) and run in a northeasterly direction along the northwest right-of-way line of said 100' Alabama Power Company right-of-way for a distance of 229.38 feet to an existing iron rebar set by Laurence D. Weygand and being on the southwest right-of-way line of Shelby County Highway #52 and being on a curve, said curve being concave in a northeasterly direction and having a central angle of 01 degree 19 minutes 32 seconds and a radius of 2086.99 feet; thence turn an angle to the left (58 degrees 30 minutes 40 seconds to the chord of said curve) and run in a northwesterly direction along the southwest right-of-way line of Shelby County Highway #52 and along the arc of said curve for a distance of 48.28 feet to an existing iron rebar set by Laurence D. Weygand and being the point of ending of said curve; thence run in a northwesterly direction along the southwest right-of-way line of said Shelby County Highway #52 for a distance of 160.46 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 107 degrees 57 minutes 02 seconds and run in a southwesterly direction for a distance of 210.24 feet, more or less, to the point of beginning.

04/10/2000-11639

10:20 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 NMS

12.00

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Containing 1.09 acres, more or less.

Said property being subject to a 20' wide easement for public utilities and for a gravel travelway to an existing pump station running along the northwest line of said property.

SUBJECT TO: i) taxes due and payable October 1, 2000 a lien but not yet payable; and ii) coal, oil gas, and other mineral interest in to or under the land herein described which are not owned by Grantor.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

**TO HAVE AND TO HOLD** the described premises to Grantee, its successors and assigns forever.

**AND THE GRANTOR** does for itself, and its successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted above, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this Deed on the 7 day of April, 2000.

**St. CHARLES PLACE**, an Alabama  
General Partnership

BY: Greg Gilbert

Greg Gilbert (Its General Partner)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg Gilbert, whose name as General Partner of ST. CHARLES PLACE, an Alabama General Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such general partner, and with full authority, executed the same voluntarily, as an act of said partnership, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 7 day of April, 2000.

Notary Seal  
NOTARY PUBLIC

My Commission Expires: 11/15/00

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III  
Engel, Hairston, & Johanson P.C.  
P.O. Box 370027  
Birmingham, AL 35237

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