

SEND TAX NOTICE TO:

America's First Federal Credit Union
1200 4th Avenue North
Birmingham, Alabama 35202

STATE OF ALABAMA)

SHELBY COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Million Three Hundred Seventy-Five Thousand and No/100 Dollars (\$1,375,000) and other good and valuable consideration paid to the undersigned, **FIRST NATIONAL BANK OF SHELBY COUNTY**, formerly known prior to Amendment to Articles of Association as First National Bank of Columbiana, a national banking association (the "Grantor"), by **AMERICA'S FIRST FEDERAL CREDIT UNION**, a federally chartered credit union (the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the S ½ of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the point where the North line of the S ½ of said 1/4-1/4 Section intersects with the Southwesterly Right-of-Way of U.S. Highway 280 and run Southeasterly along said Right-of-Way 200.46 feet; thence an interior angle of 29 14' 00" and run to the left in a Northwesterly direction 28.98 feet; thence an interior angle of 270 00' 00" and run to the left in a Southwesterly direction 31.00 feet; thence an interior angle of 270 00' 00" and run to the left in a Southeasterly direction 31.00 feet; thence an interior angle of 270 00' 00" and run to the left in a Northeasterly said direction 29.87 feet to a point on Southwesterly Right-of-Way of U.S. Highway 280; thence an interior angle of 60 46' 00" and run to the left in a Southeasterly direction along said Right-of-Way 70.25 to a point on a curve to the right, said curve having a radius 84.00 feet and a central angle of 31 19' 20"; thence an interior angle of 119 37' 14" to the tangent of said point on curve and run to the left in a Southwesterly direction, along the Northwesterly Right-of-Way of Inverness Center Parkway and the arc of said curve 45.92 feet to a point of compound curve of a curve to

the right, said curve having a radius of 435.45 feet and a central angle of 26 24' 58"; thence continue along said Right-of-Way and arc of said curve 200.76 feet to the point of tangent; thence continue Southwesterly along said Right-of-Way 22.00 feet to the point of curve of a curve to the left, said curve having a radius of 639.00 feet and a central angle of 5 40' 29"; thence continue in a Southwesterly direction along said Right-of-Way and arc of said curve 63.29 feet to a point on said curve; thence an interior angle of 75 58' 54" from the tangent of said point on curve and run to the left in a Northwesterly direction 370.78 feet to a point on the North line of said South ½ of said 1/4-1/4 Section; thence an interior angle of 78 27' 59" and run to the left in an Easterly direction along said North line of South ½ of said 1/4-1/4 Section 138.21 feet to the POINT OF BEGINNING.

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

This conveyance is subject to:

1. Restrictions and covenants contained in those certain deeds recorded in Volume 332, Page 901 and Volume 332, Page 908.
2. Common Area Maintenance Agreement as recorded in Misc. Volume 40, Page 953, the obligations of which the Grantee hereby assumes, to the extent, and for the period of time, set forth therein.
3. Agreement concerning Sewer Charges, as recorded in Misc. Volume 40, Page 950.
4. Easement granted to Alabama Power Company, recorded in Deed Volume 320, Page 30.
5. Ad valorem taxes for the 2000 tax year and all subsequent years.
5. Title to any and all minerals and mining rights.

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

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

IN WITNESS WHEREOF, First National Bank of Shelby County has caused this instrument to be executed by its duly authorized officer this 17 day of October, 2000.

FIRST NATIONAL BANK OF SHELBY COUNTY, a national banking association

By *William T. Harrison*
Its *Chief Executive Officer*

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William T. Harrison, whose name as CEO of First National Bank of Shelby County, a national banking association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 17th day of October, 2000.

Kay K. Bains
Notary Public

AFFIX SEAL

My commission expires: 10/16/04

This instrument prepared by:

Kay K. Bains, Esq.
WALSTON, WELLS, ANDERSON & BAINS, LLP
505 N. 20th Street, Suite 500
P. O. Box 830642
Birmingham, Alabama 35283-0642
(205) 251-9600

Inst # 2000-36259

3

10/18/2000-36259
03:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMB 1395.00