

Send Tax Notice to: BTC Properties, L.L.C.  
3500 Airport Highway  
Birmingham, AL 35222

This instrument was prepared by  
(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW  
(Address) COLUMBIANA, ALABAMA 35051

**WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY ) KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Sixty-four Thousand, Two Hundred Forty & No/100 (\$264,240.00) Dollars, to the undersigned grantor in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned **SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama** (herein referred to as grantor) does grant, bargain, sell and convey unto **BTC Properties, L.L.C.**, (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama to-wit:

Site 6-A, according to the Resurvey of Site 6 and Lot 1-A-1-A-1, Shelby West Corporate Park, as recorded in Map Book 29, page 30, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**SUBJECT TO THE FOLLOWING:**

- (1) Taxes for 2002 and subsequent years. 2002 ad valorem taxes are a lien but not yet due and payable until October 1, 2002.
- (2) Restrictive covenants as recorded in Instrument #1996-38767, and Instrument No. 2001-20649, in the Probate Office of Shelby County, Alabama.
- (3) Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as excepted in Deed Book 352, page 805, and Real Record 270, page 714, in Probate Office, and not otherwise owned by grantor.
- (4) Restrictive covenants as set forth on Map Book 28, page 148, in Probate Office.
- (5) 20-foot storm sewer easement across said lot as shown on recorded map.
- (6) Transmission line permits to Alabama Power Company as recorded in Deed Book 57, page 373, and as shown on map recorded in Map Book 28, page 97 and Map Book 27, page 61, in Probate Office.
- (7) Construction must begin on the site no later than twelve (12) months after the date of closing, or the site at the option of the Seller shall revert back to the Seller. In the event of reversion, the Purchaser will receive a refund of the purchase price less any commission paid and a two percent (2%) penalty.

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

And undersigned does for itself, its successors and assigns covenant with the said grantee, its successors and assigns, that it is lawfully seized in fee simple of said 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; that it will and its successors and assigns shall, warrant and defend the same to the said grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said **SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama**, by its County Manager, Alex Dudchock, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 2<sup>nd</sup> day of January, 2002.

**SHELBY COUNTY, ALABAMA, a political  
subdivision of the State of Alabama**

By

Its

01/07/2002-01101

03:40 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HEL 278.50

Inst # 2002-01101

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alex Dudchock, whose name as County Manager of Shelby County, Alabama, a political Subdivision of the State of Alabama, 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, in capacity as such County Manager, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7<sup>th</sup> day of January, 2002.

Lance Brash  
Notary Public

Inst. # 2002-01101

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