

This document was prepared by

After recording return to:

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Birmingham, Alabama 35242

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STATE OF ALABAMA     )  
                                     :  
COUNTY OF SHELBY    )

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That for and in consideration of **THREE HUNDRED FORTY FIVE THOUSAND SIXTY ONE AND NO/100 DOLLARS (\$345,061.00)** to the undersigned grantors, **DONALD GIBBS LAWSON, JR. and DONNA LAWSON**, husband and wife (the "Grantors"), in hand paid by **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company (the "Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantors do hereby grant, bargain, sell, and convey unto Grantee all of their right, title and interest in and to the following real estate (the "Property") situated in Shelby County, Alabama, to-wit:

Begin at the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, and run North along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section for 395.25 feet; thence  $89^{\circ} 17' 45''$  right and run East 748.42 feet; thence  $114^{\circ} 21' 51''$  right and run Southwesterly 433.86 feet to a point on the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence  $65^{\circ} 38' 09''$  right and run West along said South line for 574.30 feet to the point of beginning of herein described parcel.

Subject, however, to those matters which are set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Permitted Encumbrances").

**TO HAVE AND TO HOLD** the above described Property, together with all and singular the rights, rights of way, privileges, tenements, hereditaments, easements, and appurtenances pertaining thereto unto the use and benefit of Grantee, its successors and assigns, in fee simple forever.

Grantors hereby covenant and agree that they will warrant and forever defend the right and title to the above-described Property unto the Grantee against the claims of Grantors and all others claiming by, through, or under Grantors, but not otherwise, subject, however to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantors have caused this Deed to be properly executed under seal on this 24 day of May, 2002.

**GRANTORS:**

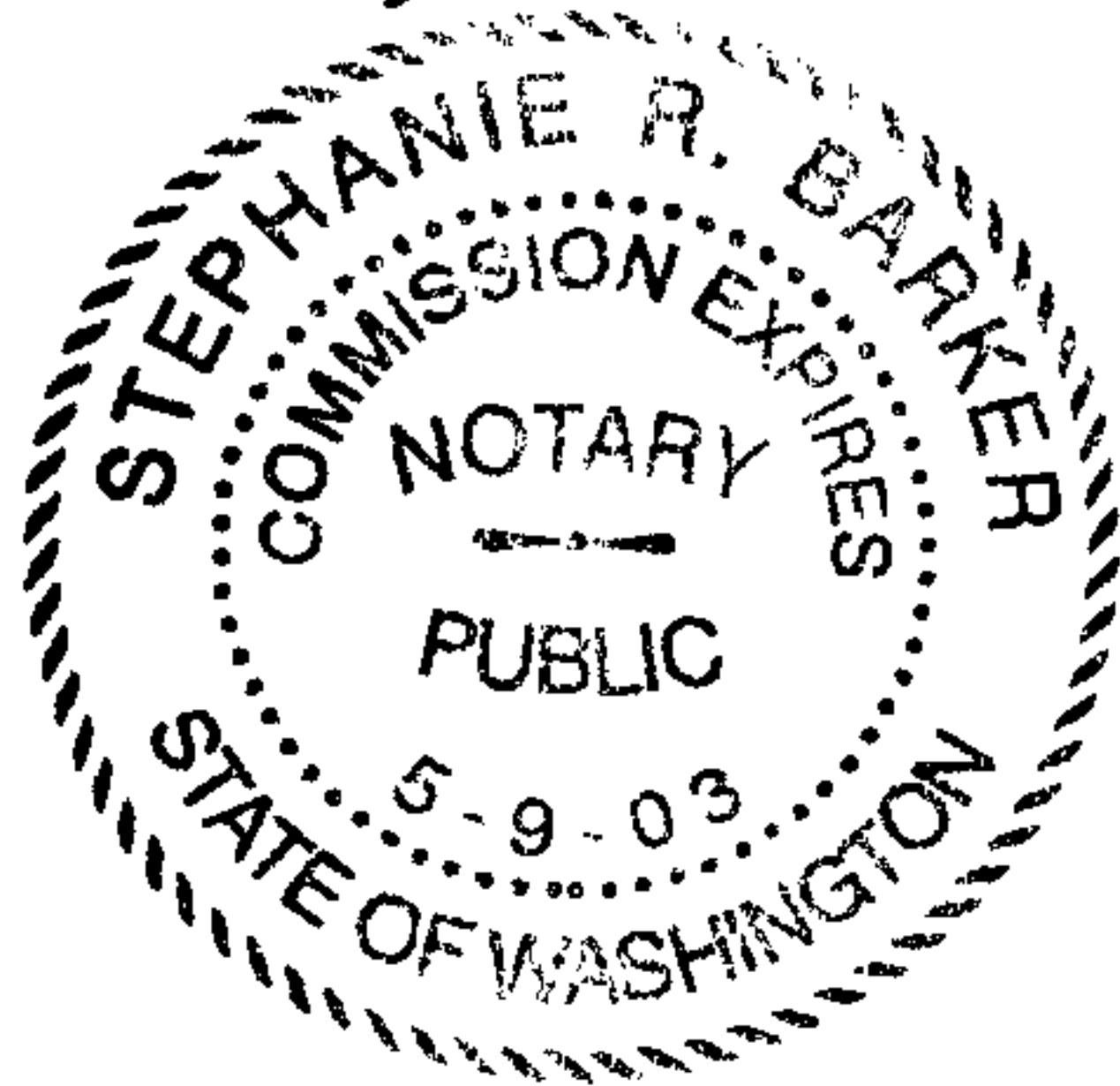
Donald Gibbs Lawson, Jr. (SEAL)  
DONALD GIBBS LAWSON, JR.

Donna Lawson (SEAL)  
DONNA LAWSON

STATE OF WA )  
COUNTY OF Snohomish )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald Gibbs Lawson, Jr. and Donna Lawson whose names are signed to the foregoing Statutory Warranty Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Statutory Warranty Deed, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 24<sup>th</sup> day of May, 2002.



Stephanie R. Barker  
NOTARY PUBLIC  
My Commission Expires: 5-9-03

**EXHIBIT A**

**PERMITTED ENCUMBRANCES**

1. Advalorem taxes for the year 2002 and subsequent years, a lien not yet due and payable.
2. Right of Way granted to Alabama Power Company recorded in Deed Book 109, Page 496 and in Deed Book 185, Page 132, in the Probate Office of Shelby County, Alabama.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Deed Book 259, Page 350, Deed Book 331, Page 262, and Deed Book 247, Page 709, in said Probate Office.