

This instrument was prepared by:

Dwight L. Mixson, Jr.
Burr & Forman LLP
3100 SouthTrust Tower
420 North 20th Street
Birmingham, Alabama 35203

Send tax notice to:

McNamara Associates
2000-C Shakerag Hill
Peachtree City, Georgia 30269

\$ 1,030,900.00

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to the undersigned **GRANTOR** in hand paid by the **GRANTEE** herein, the receipt of which is hereby acknowledged, **SHERMAN HOLLAND, JR.**, a married man (herein referred to as **GRANTOR**), does hereby grant, bargain, sell and convey unto **SOUTHTRUST BANK**, an Alabama banking corporation (herein referred to as **GRANTEE**), the following described real estate situated in the City of Pelham, County of Shelby and State of Alabama, together with all improvements, fixtures and appurtenances, to-wit:

Lot 1, THE SOUTHTRUST BANK ADDITION TO PELHAM, ALABAMA, as shown on final plat as recorded in Map Book 30, Page 49 in the Probate Office of Shelby County, Alabama.

Together with a nonexclusive easement for a shared access road for ingress, egress, drainage and utilities over, under, upon and across a tract of land 50 feet by 100 feet as shown in the aforesaid plat and more particularly described as follows:

Commence at the NW Corner of the SW 1/4 of Section 24; thence S02°05'11"E, a distance of 1330.16'; thence N89°44'27"E, a distance of 198.84'; thence S01°36'18"E, a distance of 361.37'; thence S01°38'20"E, a distance of 300.00'; thence N72°27'50"E, a distance of 264.74' to the POINT OF BEGINNING OF SAID EASEMENT; thence continue along the last described course, a distance of 100.00' to a point on the Westerly right of way of U.S. Highway #31; thence S17°46'42"E and along said right of way, a distance of 50.00'; thence S72°27'50"W and leaving said right of way, a distance of 100.00'; thence N17°46'42"W, a distance of 50.00' to the POINT OF BEGINNING.

Such easement is hereby created for the benefit of Lot 1 and the Grantor's remaining property described in Exhibit A hereto (the "Retained Property"). The owner of Lot 1, at its option, may pave or repave within the easement, provided the Retained Property remains accessible at all times. Prior to making any material modifications to the shared access road, other than resurfacing and surface repairs, the owner of Lot 1 will provide proposed plans for the modification to the owner of the Retained Property and such plans shall be subject to the approval of the owner of the Retained Property, which consent shall not be unreasonably conditioned, withheld or delayed.

In consideration of Ten and No/100 Dollars in hand paid by **GRANTEE** to **GRANTOR** and other good and valuable consideration, the receipt and sufficiency of which are hereby

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acknowledged, GRANTOR agrees for itself and its successors and assigns, including any tenants, that no part of the Retained Property may be used as or in conjunction with a bank or financial service facility of any type, including, without limitation, a branch bank, mortgage office, credit union, or savings and loan, either with or without a drive-through service or automated teller machine. This restriction will remain in effect for fifty (50) years from the date of this instrument, and any violation may be enjoined by GRANTEE, its successors and assigns as owner of Lot 1. This restriction shall not apply to the use of the easement granted herein for access to Lot 1, which may be used for a bank, mortgage office, credit union or savings and loan.

This conveyance is hereby made subject to the following: (1) ad valorem taxes for 2002 and subsequent years; (2) restrictions, covenants and conditions as described in Instr. #2000-24549 of the Probate Office of Shelby County, Alabama; (3) transmission line permits to Alabama Power Company as described by instruments recorded in Deed 92, Page 437; Deed 107, Page 533; Deed 138, Page 52; and Deed 102, Page 315; each in the aforesaid Probate Office; (4) easement to City of Pelham as described by instrument recorded in Deed 337, Page 525 in the aforesaid Probate Office; (5) mineral and mining rights, if any, not owned by GRANTOR, including those as described in Deed 303, Page 226 in said Probate Office, (6) permanent easement to the City of Pelham as described in the Resolution of the City of Pelham as set out by instrument #1994-15392 and (7) the restrictions set forth above.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with improvements, fixtures and appurtenances, unto the said GRANTEE, its successors and assigns forever. And said GRANTOR does for himself and his successors and assigns, covenant with the said GRANTEE, its successors and assigns, that he is lawfully seized in fee simple of said premises, that the premises are free from all encumbrances, unless otherwise noted above, and GRANTEE is entitled to the immediate possession thereof; that he has a good right to sell and convey the same as aforesaid; that he will, and his heirs, 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.

GRANTOR further represents and warrants that no part of the property conveyed constitutes the homestead of GRANTOR or his spouse.

IN WITNESS WHEREOF, the GRANTOR has executed and delivered this deed under seal as of the 6th day of September, 2002.

Sherman Holland, Jr. [SEAL]
Sherman Holland, Jr.

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sherman Holland, Jr., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of September, 2002.

(SEAL)

Rebecca J. Turner
NOTARY PUBLIC
My Commission Expires: 11/05/05

EXHIBIT A

RETAINED PROPERTY

A Parcel of land situated in the SW 1/4 of Section 24, Township 20 South, Range 3 West, City of Pelham, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of the above said SW 1/4; thence S02°05'11"E, a distance of 1330.16'; thence N89°44'27"E, a distance of 198.84' to a point on the Easterly Right-Of-Way line of CSX Transportation (100' R.O.W.); thence S01°36'18"E and along said R.O.W., a distance of 361.37'; thence S01°38'20"E and along said R.O.W., a distance of 300.00' to the POINT OF BEGINNING; thence continue along the last described course and said R.O.W., a distance of 166.70'; thence N87°56'17"E and leaving said R.O.W., a distance of 289.27'; thence S09°38'07"E, a distance of 31.04'; thence N74°51'53"E, a distance of 25.12'; thence N10°11'22"W, a distance of 126.84' thence S76°40'52"W, a distance of 10.50'; thence N11°40'51"W, a distance of 97.00'; thence N72°37'08"E, a distance of 96.03' to a point on the Westerly Right-Of-Way line of U.S. Highway #31 (200' R.O.W.); thence N17°46'42"W and along said R.O.W., a distance of 48.90'; thence S72°27'50"W and leaving said R.O.W., a distance of 364.74' to the POINT OF BEGINNING.

Said Parcel containing 1.51 acres, more or less