

**TITLE NOT EXAMINED**

*Pelham location*

*This instrument prepared by:*  
*Bobby C. Underwood*  
*Bradley Arant Rose & White LLP*  
*One Federal Place*  
*1819 Fifth Avenue North*  
*Birmingham, Alabama 35203*

Send tax notice to:  
JDW Properties II, LLC  
2201 Holiday Inn Drive  
Clanton, AL 35046

STATE OF ALABAMA

)

:

SHELBY COUNTY

)

**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 in hand paid to **JAMES D. WADSWORTH**, a single man ("Grantor") by **JDW PROPERTIES II, LLC**, an Alabama limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, subject to the matters hereinafter set forth, the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land lying in the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence Easterly along the South line of said quarter section 1,826.71 feet to a point; thence turn a right interior angle of 57°00'07" and run northwesterly 1,620.77 feet to a point on the Southeast right-of-way line of Alabama Highway #119, being 100 feet Southeasterly of the centerline of said highway; thence turn a left interior angle of 88°41'21" and run Northeasterly and parallel to said highway centerline 253.07 feet to a point that is 100 feet Southeasterly of and at right angles to the centerline of said highway at station 37+00; thence turn a left interior angle of 165°57'50" and run Northeasterly 103.08 feet to a point which is 125 feet Southeasterly of and at right angles to the centerline of said highway at station 38+00; thence turn a left interior angle of 194°02'10" and run northeasterly and parallel to said highway centerline 200 feet to the point of beginning; said point is 125 feet Southeasterly and parallel to centerline of said highway; thence continue along last stated course parallel to said highway centerline 200 feet to a point that is 125 feet Southeasterly of and at right angles to the centerline of said highway at station 42+00; thence turn a left interior angle of 117°13'27" and run Southeasterly 153.02 feet to a point (concrete monument) that is 550 feet Southwesterly of and at right angles to the centerline of Project No. I-65-2(37) at station 265+00; thence turn a left interior angle of 167°53'47" and run Southeasterly 60.22 feet to a point; thence turn a left interior angle of 86°19'21" and

leaving the highway right-of-way run Southwesterly 327.83 feet to a point; thence turn a left interior angle of 90°00'00" and run northwesterly 387.21 feet to the point of beginning.

Situated in Shelby County, Alabama.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns forever; subject, however, to the following:

1. Ad valorem taxes for the year 2002 and subsequent years not yet due and payable.
2. Right(s)-of-way(s) granted to the Alabama Power Company by instrument(s) recorded in Real 224 at Page 565 in the Probate Office of Shelby County, Alabama.
3. Subject to any flooding that may occur because part of subject property is below 100 year flood elevation, as shown on survey by Jerry O. Perry, dated April 28, 1987. .
4. Mortgage and related documents (the "Security Documents") from James D. Wadsworth to SouthTrust Bank, dated February 10, 1997 recorded in Book 394, Page 554, which Security Documents and the indebtedness secured thereby, Grantee assumes and agrees to pay as part of the consideration for the conveyance.

Grantor does for himself, his heirs, executors, administrators and assigns, covenant with Grantee, its successors and assigns, that he is lawfully seized in fee simple of said premises; that they are free from all encumbrances except as set forth hereinabove; that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors, and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever against the lawful claims of all persons.

By acceptance of this deed, Grantee hereby assumes and agrees to pay the indebtedness secured by, and to perform the obligations of Grantor set forth in the Security Documents.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

20<sup>th</sup> IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on or as of the  
day of November, 2002.

James D. Wadsworth [SEAL]  
James D. Wadsworth

STATE OF ALABAMA )

:

COUNTY OF CHILTON )

I, the undersigned, a notary public in and for said county in said state, hereby certify that James D. Wadsworth, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20<sup>th</sup> day of November, 2002.

Terry Carroll  
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/20/05