This Instrument Prepared By: James F. Burford, III Attorney at Law 1318 Alford Avenue Suite 101 Birmingham, Alabama 35226 Send Tax Notice To:

LAND IMPROVING SITUAL PICTURE

SUING CI

PITHAM AT. 35124

WARRANTY DEED

20030917000625380 Pg 1/2 15.00 Shelby Cnty Judge of Probate, AL 09/17/2003 11:27:00 FILED/CERTIFIED

STATE OF ALABAMA)
JEFFERSON AND SHELBY COUNTIES)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One hundred fifty thousand and 00/100 Dollars (\$150,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, Connor Farmer, a married man, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Land Improvement Services, LLC, (herein referred to as Grantee, whether one or more), the following described real estate, situated in <u>Jefferson and Shelby Counties</u> Alabama, to-wit:

Described on Exhibit A attached hereto and incorporated by reference herein.

SUBJECT TO: (1) Taxes due in the year 2003 and thereafter; (2) Mineral and mining rights not owned by the Seller; (3) Easements, restrictions, and rights-of-way of record; (4) Rights of others in and to the use of the easements described herein; (5) Any loss or claim rising by virtue of variation in location of the southline of captioned lands as set forth in the description herein, and in the original five acre excepted as shown in deed in recorded in Deed Book 142, Page 581, Probate Office of Shelby County, Alabama.

The entire consideration recited herein was derived from a mortgage loan closed simultaneously herewith.

The property conveyed is not the homestead of the Grantor or his spouse.

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

And I do for myself and for my heirs, executors and administrators, covenant with said Grantee, his successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I have a goodright to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, his successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, Connor Farmer, has hereunto set his hand and seal, this the 12th day of September, 2003.

Connor Farmer

STATE OF ALABAMA)
COUNTY OF JAMES)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Connor Farmer, 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 foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of September, 2003.

Notary Public My Commission Expires: 3 (0)

EXITIBIT À'
FARMEN TO
LAND IMPROVEMENT SERVICES, LLC

The Northeast Quarter of the Northeast Quarter, Section 2, Township 21 South, Range 5 West, Shelby County, Alabama.

LESS AND EXCEPT the South 5 acres along the South side thereof. Situated in Shelby County, Alabama.

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Together with the following described easements: EASEMENT 1:

An easement for ingress, egress, and utilities across the following described property: A parcel of land situated in the SW 1/4 of Section 36, Township 20 South, Range 5 West, described as follows: Beginning at the SW corner of the SW 1/4 of said Section 36, go North 88 degrees 46 minutes 05 seconds East along the South boundary of said 1/4 Section for 25.01 feet to the beginning of a non-exclusive perpetual easement described as follows: A parcel of land lying 25.00 feet either side of and parallel to a line described as follows: Go North O2 degrees 22 minutes 49 seconds West parallel to the West. boundary of said 1/4 Section for 219.30 feet; thence North 31 degrees 47 minutes 31 seconds East for 181.08 feet; thence North 53 degrees 19 minutes 00 seconds East for 126.67 feet; thence North 69 degrees 18 minutes 00 seconds East for 259.12 feet; thence North 58 degrees 12 minutes 40 seconds East for 378.53 feet; thence North 73 degrees 46 minutes 18 seconds East for 241.77 feet; thence North 82 degrees 46 minutes 26 seconds East for 303.61 feet; thence North 68 degrees 27 minutes 50 seconds East for 164.44 feet; thence North 82 degrees 48 minutes 05 seconds East for 377.38 feet; thence North 13 degrees 41 minutes 56 seconds East for 90.24 feet; thence North 83 degrees 16 minutes 35 seconds East for 74.30 feet to the end of said easement and the West end of an existing chert road known as War Eagle Drive.

According to the survey of James A. Riggins, dated November 23, 2001.

EASEMENT 2:

A permanent perpetual non-exclusive easement for a right of way for ingress and egress, hereinafter described as follows:

A part of the SE 1/4 of Section 35, Township 20 South, Range 5 West, Jefferson County, Alabama, more particularly described as follows:

Beginning at the SE corner of the SE 1/4 of said Section 35, go South 87 degrees 29 minutes 14 seconds West along the South boundary of said 1/4 Section for 84.27 feet; thence North 71 degrees 33 minutes 09 seconds East for 46.80 feet; thence North 41 degrees 09 minutes 46 seconds East for 57.04 feet to the East boundary of said 1/4 Section; thence South 2 degrees 22 minutes 49 seconds East along the East boundary for 54.10 feet to the point of beginning.

This easement shall serve, shall be permanent, and shall run with the following described property that is situated in Shelby County, Alabama:

The Northeast Quarter of the Northeast Quarter (NE 1/4-NE 1/4), Section 2, Township 21 South, Range 5 West.

LESS AND EXCEPT the South 5 acres along the South side thereof. Situated in Shelby County, Alabama.

SCHEDULE A, PAGE 2, COMMITMENT NO. 5-03-11688