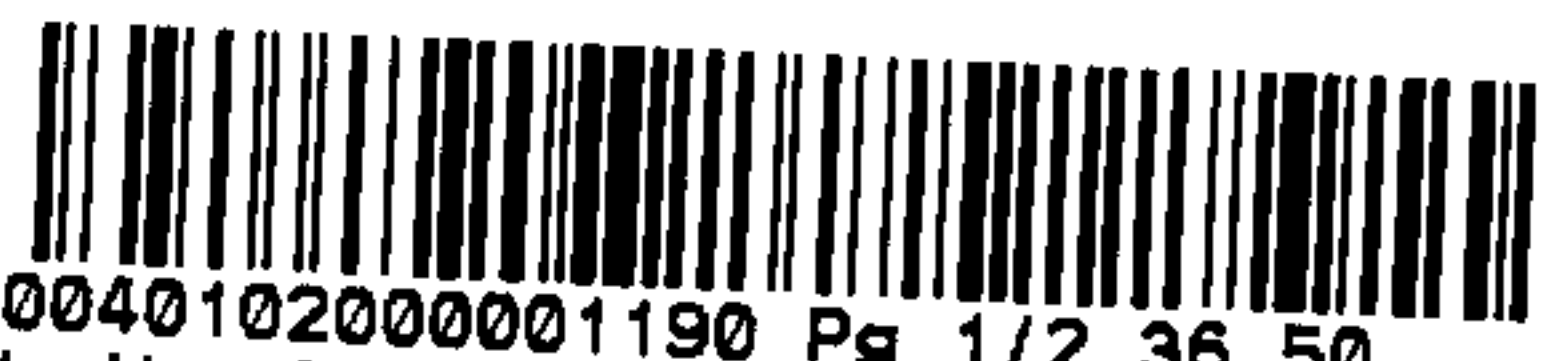


This instrument was prepared by:
William R. Justice
P.O. Box 1144, Columbiana, AL 35051

Grantee's Address:

4384 Hwy 31
Calera, AL 35040


2004010200001190 Pg 1/2 36.50
Shelby Cnty Judge of Probate, AL
01/02/2004 10:03:00 FILED/CERTIFIED

WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Four Hundred Twenty-two Thousand Five Hundred and no/100 Dollars (\$422,500.00) to the undersigned Grantor, First National Bank of Shelby County, a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Edward L. Cates (herein referred to as GRANTEE, whether one or more) in fee simple the following described real estate, situated in SHELBY County, Alabama:

A parcel of land situated in the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a point on the East right of way line of Alabama Highway 31 (formerly U.S. 31) where the South right of way line of Pelham Street intersects said Highway in the Town of Pelham, Alabama, and run thence South 12 degrees 30 minutes East along said Highway 31 right of way a distance of 300.08 feet to a found rebar corner and the point of beginning of the property being described; thence continue along said right of way line South 11 degrees 46 minutes 52 seconds East a distance of 199.55 feet to a found rebar corner; thence run North 89 degrees 52 minutes 54 seconds East a distance of 298.42 feet to a found rebar corner; thence run North 33 degrees 01 minutes 56 seconds East a distance of 229.57 feet to a found rebar corner; thence run South 89 degrees 40 minutes 08 seconds West a distance of 464.31 feet to the point of beginning.

According to survey of S.M. Allen, RLS #12944, dated August 18, 2000.

Subject to: transmission line permits, easements, and rights of way of record.

\$400,000.00 of the purchase price was paid by note and mortgage executed simultaneously herewith.

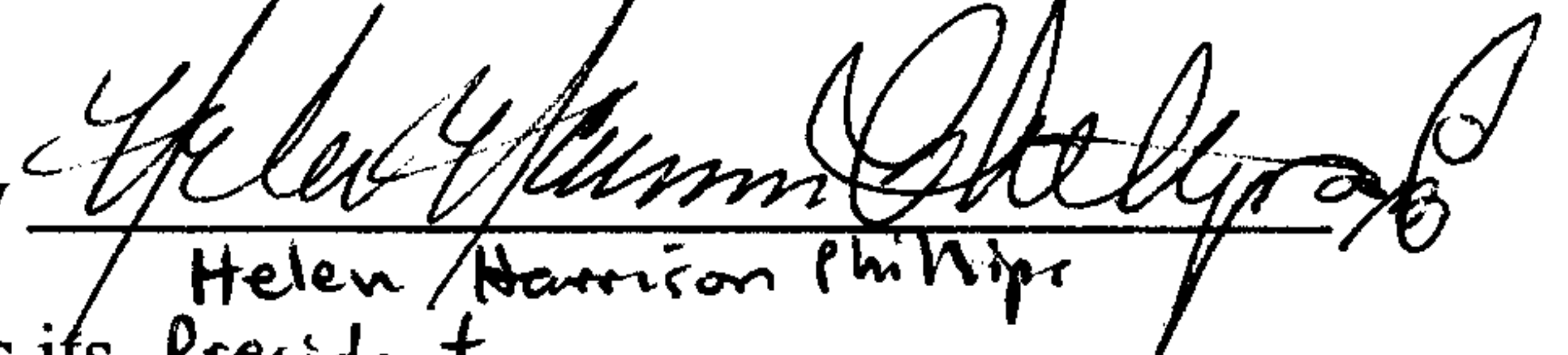
TO HAVE AND TO HOLD to the said GRANTEE and his, her, or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE and GRANTEE'S heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEE and GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, , who is authorized to execute this conveyance has hereto set its signature and seal, this the 31st day of December, 2003.

ATTEST:

First National Bank of Shelby County

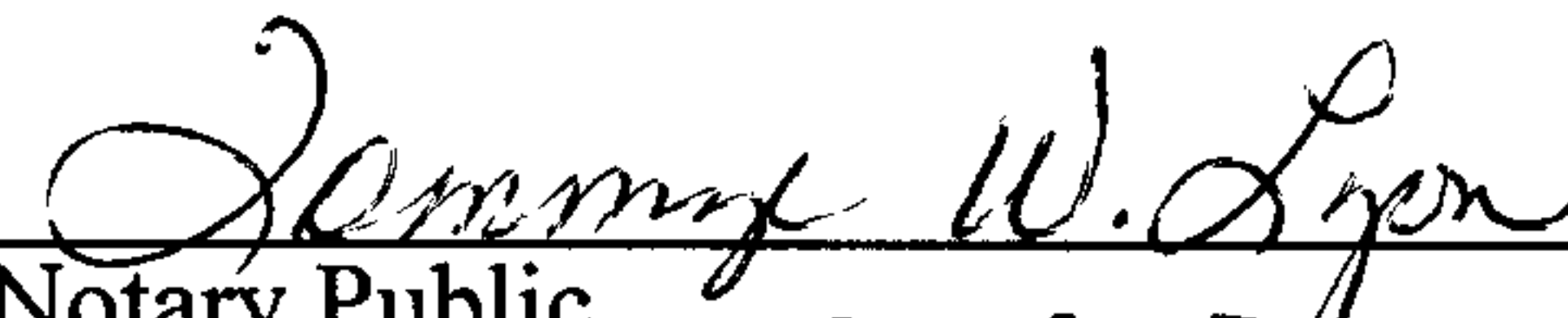
by 
Helen Harrison Phillips
as its President

STATE OF ALABAMA
COUNTY OF SHELBY

Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Helen Harrison Phillips, whose name as President of First National Bank of Shelby County, a corporation, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 31st day of December, 2003.


Notary Public 12-19-07