

This instrument prepared by:

Peter E. Barber, Esq.  
Wallace, Jordan, Ratliff & Brandt, L.L.C.  
800 Shades Creek Parkway, Suite 400  
Birmingham, Alabama 35209

Send Tax Notices To:

McNeill & Storm Properties, Inc.  
2367 Lakeside Drive  
Birmingham, Alabama 35244

**WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

*\$500,000 of the purchase price was  
paid from the proceeds of a mortgage loan  
closed simultaneously herewith.*

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of the sum of Six Hundred Thirty-Five Thousand and No/100 Dollars (\$635,000.00) to the undersigned grantor, **INTERCONN RESOURCES, INC.**, an Alabama corporation (hereinafter, the "GRANTOR"), in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the GRANTOR does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto **MCNEILL & STORM PROPERTIES, INC.**, an Alabama corporation (hereinafter, the "GRANTEE"), the real estate situated in Shelby County, Alabama, and more particularly described as follows:

Lot 1, according to the Survey of Valdawood, as recorded in Map Book 8, Page 6, in the Probate Office of Shelby County, Alabama.

But subject to the following Permitted Exceptions:

1. Taxes not yet due and payable.
2. 35 foot building line from the front lot line; a 10 foot utility easement along the rear lot line and a 20 foot utility easement running through the East side, all as shown on recorded map.
3. Restrictions and covenants appearing of record in Misc. Book 35, Page 186 and Misc. Book 35, Page 182.
4. Right of Way in favor of Alabama Power Company and South Central Bell Telephone Company by instruments recorded in Deed Book 326, Page 124 and Page 122.
5. 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 336, Page 858; Deed Book 4, Page 441 and Deed Book 111, Page 625.
6. Right of Way granted to Alabama Power Company recorded in Deed Book 111, Page 267; Deed Book 124, Page 493, 522 and 535; Deed Book 130, Page 55 and Deed Book 129, Page 576.

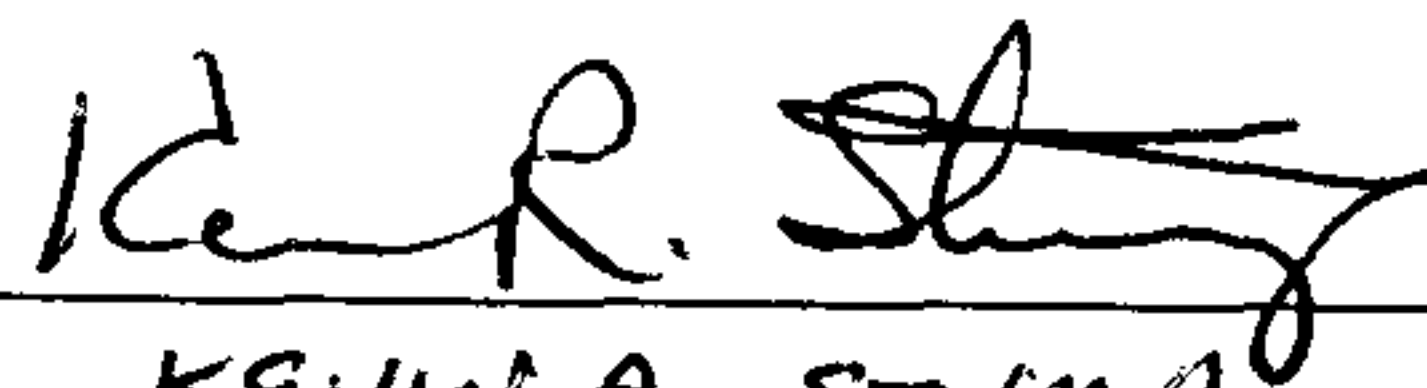
Together with all rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**TO HAVE AND TO HOLD** to said GRANTEE, its successors and assigns, forever.

And the GRANTOR does, for itself, its successors and assigns, covenant with the GRANTEE, its successors and assigns, that GRANTOR is lawfully seized in fee simple of said premises subject to the Permitted Exceptions; that they are free from all encumbrances, except as otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR, its successors and assigns shall warrant and defend the same to the GRANTEE, its successors and assigns forever against the lawful claims of all persons.

**IN WITNESS WHEREOF, INTERCONN RESOURCES, INC.,** GRANTOR, has set its signature as the act of such GRANTOR, this the 12<sup>th</sup> day of January, 2004.

**INTERCONN RESOURCES, INC.,**  
an Alabama corporation


By:   
KEVIN R. STUMP  
Its President

STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kevin R. Stump, whose name as President of Interconn Resources, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, 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 12<sup>th</sup> day of January, 2004.

  
Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 15, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS