

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) in hand paid by Avery Yarbrough, Grantee, to the undersigned, ALABAMA POWER COMPANY, a corporation, Grantor, the receipt and sufficiency of which is hereby acknowledged, the said Alabama Power Company does by these presents, and subject to the reservations, restrictions and easements hereinafter set forth, grant, bargain, sell and convey to the Grantees, the following described real property situated in Shelby County, Alabama (herein the "Property"):

For a POINT OF BEGINNING, commence at the Northwest corner of Section 32, Township 20 South, Range 2 East, Shelby County, Alabama and proceed N84°32'54"E along the North boundary of said Section 32 for 158.72' to a point of intersection with the North boundary of said Section 32 and the Northwesterly boundary of Shelby County Highway No. 25 (R/W 80'); thence S60°27'29"W along said right-of-way for 175.87' to a point of intersection with the Northwesterly right-of-way of said Highway No. 25 and the West boundary of the aforementioned Section 32; thence N3°59'15"W along the West boundary of said Section 32 for 71.81', back to the POINT OF BEGINNING, containing 0.13 acres, more or less.

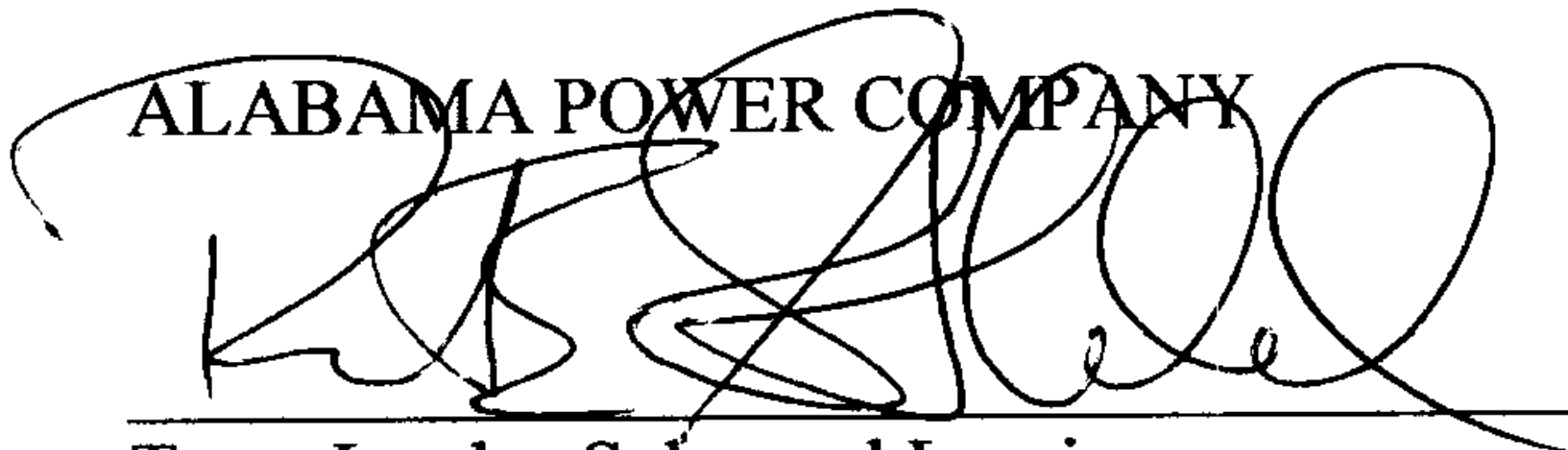
The above described parcel of land is located in the NW ¼ of NW ¼ of Section 32, Township 20 South, Range 2 East, Shelby County, Alabama.

Such property is conveyed subject to the following:

- A. Any applicable zoning ordinances.
- B. Grantee shall pay ad valorem taxes due and payable October 1, 2004.
- C. Any and all existing easements and rights-of-way for public utilities, public roads, electric power lines, telephone lines, telegraphic lines, railroad lines and the facilities located thereon, and any and all prior rights of others which would be evident by an inspection of the property herein conveyed whether recorded or not.
- D. That certain indenture executed by Alabama Power Company to the Chemical Bank and Trust Company (now JPMorgan Chase Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Alabama Power Company warrants that it will, within One Hundred Twenty (120) days from the date of this conveyance, secure the release from said indenture of the Property conveyed hereunder.

TO HAVE AND TO HOLD unto Grantee, his heirs and assigns forever.

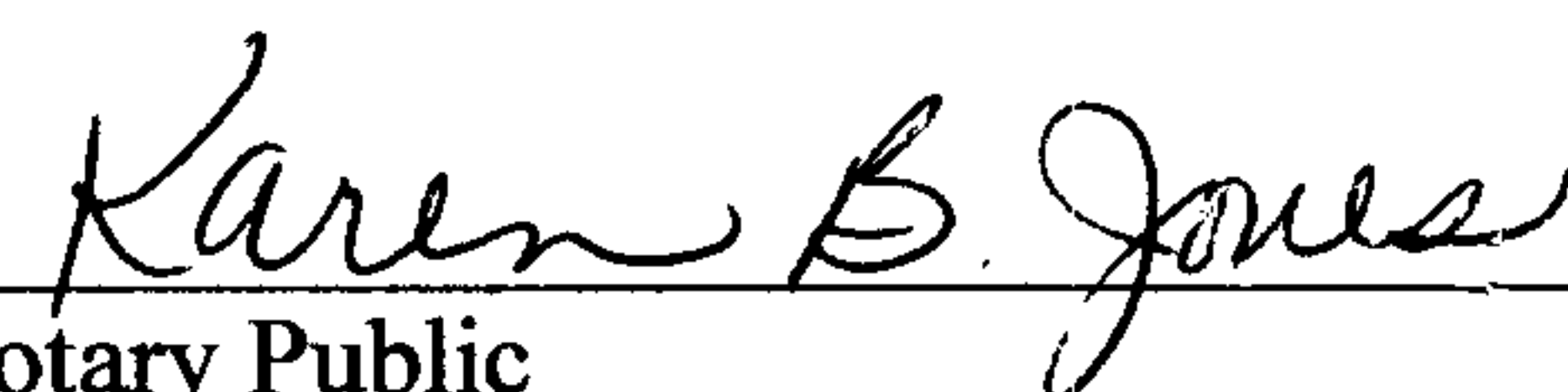
IN WITNESS WHEREOF, the said Alabama Power Company has caused this conveyance to be executed by Robert E. Southerland, Team Leader-Sales and Leasing, being duly authorized thereto on this the 6th day of May, 2004.

ALABAMA POWER COMPANY

Team Leader-Sales and Leasing

STATE OF ALABAMA
COUNTY OF SHELBY

I, Karen B. Jones, a Notary Public in and for said county in said state, hereby certify that Robert E. Southerland, whose name as Team Leader-Sales and Leasing of Alabama Power Company, 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 of the instrument, 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 6th day of May, 2004.


Notary Public
My commission expires: 8-27-05

THIS INSTRUMENT PREPARED BY:
Karen Jones
P. O. Box 2641
Birmingham, AL 35291