

**THIS INSTRUMENT PREPARED BY:**  
**James J. Odom, Jr.**  
**P.O. Box 11244**  
**Birmingham, AL 35202-1244**

**SEND TAX NOTICE TO:**  
**Farmer Development, L.L.C.**  
**250 Yeager Parkway, Suite C**  
**Pelham, AL 35124**

**STATE OF ALABAMA                    )**  
**COUNTY OF SHELBY                 )**

**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS THAT** in consideration of Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00), and other good and valuable consideration, paid to the undersigned grantor, Stephen H. Lee, a married man ("Grantor"), by Farmer Development, L.L.C., an Alabama limited liability company ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama (the "Premises"), to-wit:

Commence at the NE corner of Section 23, Township 20 South, Range 3 West; thence South 00°26'47" East a distance of 1,331.10 feet; thence South 24°23'28" East a distance of 38.63 feet; thence South 89°47'36" West a distance of 513.00 feet; thence North 09°40'56" West a distance of 127.64 feet; thence North 38°30'20" West a distance of 151.69 feet; thence North 43°34'49" West a distance of 8.66 feet; thence North 59°34'16" East a distance of 29.88 feet to the point of beginning; thence North 27°25'25" West a distance of 291.30 feet; thence North 62°34'35" East a distance of 262.95 feet; thence continue northeasterly along said line a distance of 197.78 feet; thence South 29°38'12" East a distance of 222.20 feet to the point of curve of a non tangent curve to the left of which the radius point lies North 58°40'29" East a radial distance of 325.00 feet; thence southeasterly along the arc, through a central angle of 07°53'29" a distance of 44.76 feet; thence South 59°34'16" West a distance of 476.07 feet to the point of beginning; being situated in Shelby County, Alabama.

**SUBJECT TO:** (1) Current taxes; (2) Right of Way to Shelby County by instrument recorded in Deed 135, at Page 399, in the Probate Office; (3) Easement to Colonial Pipeline as shown by instrument recorded in Deed 224, at Page 983 and Deed 311, at Page 468, in the Probate Office; (4) Easement to City of Pelham as shown by instrument recorded in Inst. No. 1999-18769 in the Probate Office; (5) Encroachment of fence onto and/or off of the land on the Southeasterly side and the Northwesterly side, as shown by unsigned and undated survey by R. C. Farmer & Associates, Inc.; (6) Colonial Pipeline easement on the Westerly portion of the land, as shown by unsigned and undated survey by R. C. Farmer & Associates, Inc.

\$380,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

This property does not constitute the homestead of the Grantor herein.

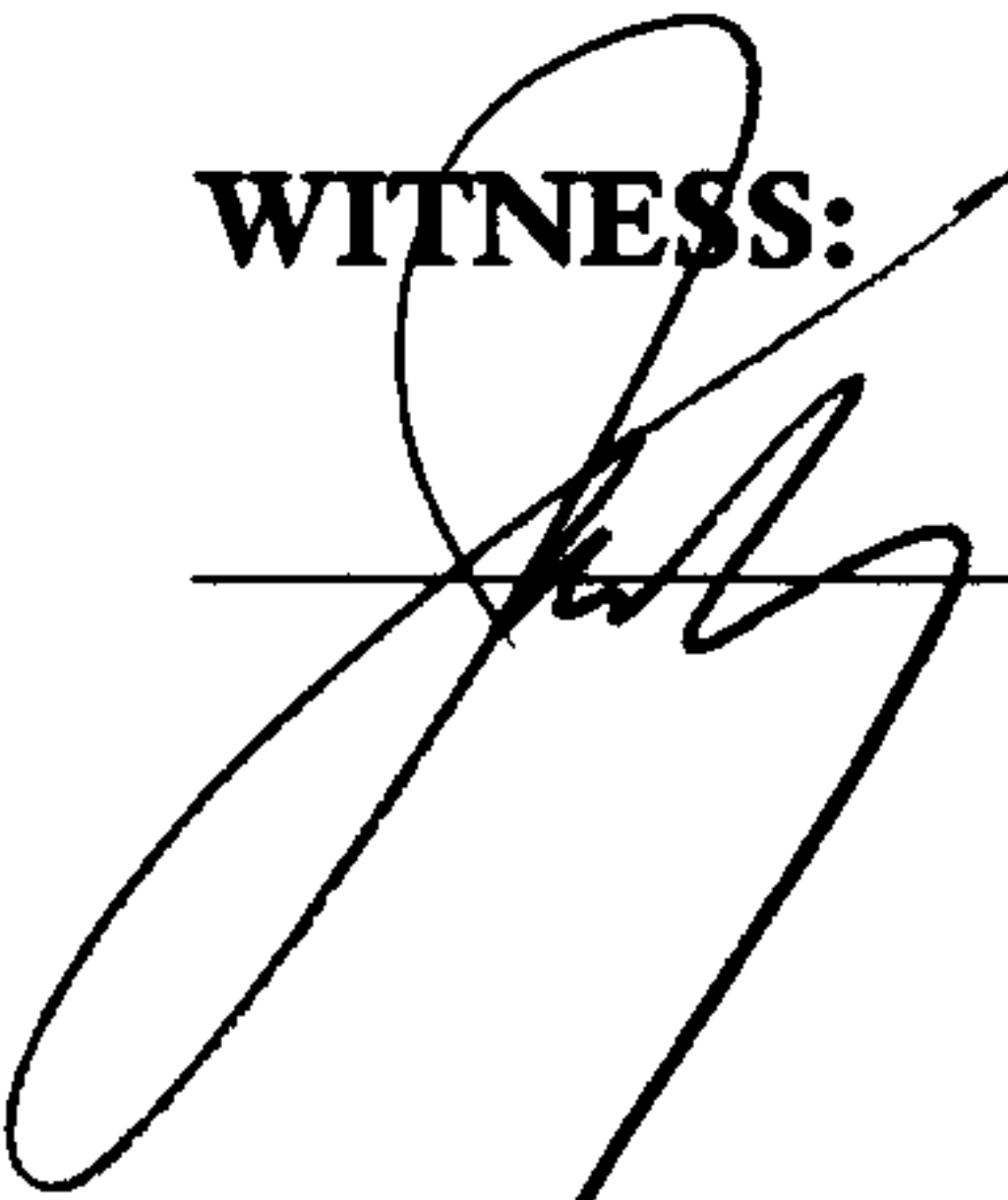
**TO HAVE AND TO HOLD** to the Grantee, its successors and assigns forever.

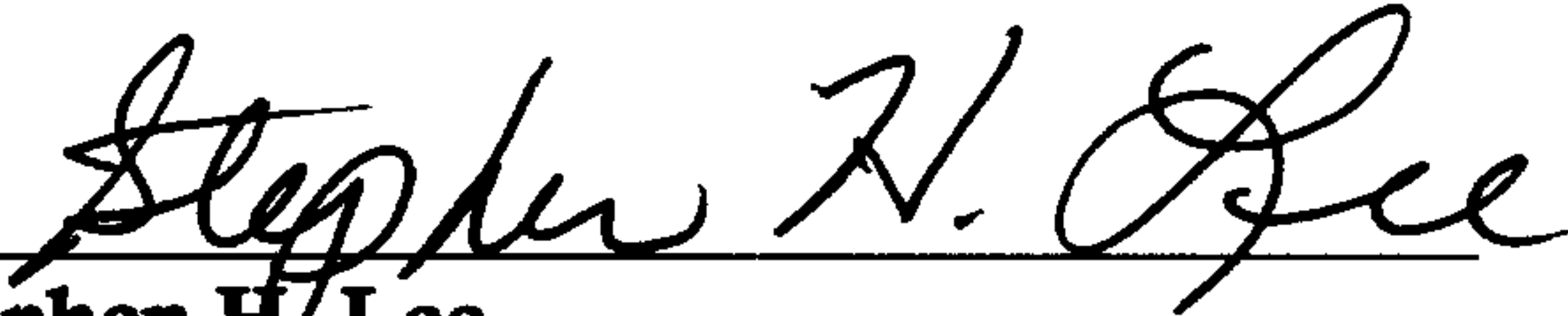
And Grantor does for himself, his heirs and assigns, covenant with Grantee, its successors and assigns, that he is lawfully seized in fee simple of the Premises; that the

Premises are free from all encumbrances, except as noted above; that Grantor has a good right to sell and convey the Premises as aforesaid; that Grantor will, and his heirs 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, the undersigned has executed this conveyance on this the 14<sup>th</sup> day of May, 2004.

WITNESS:



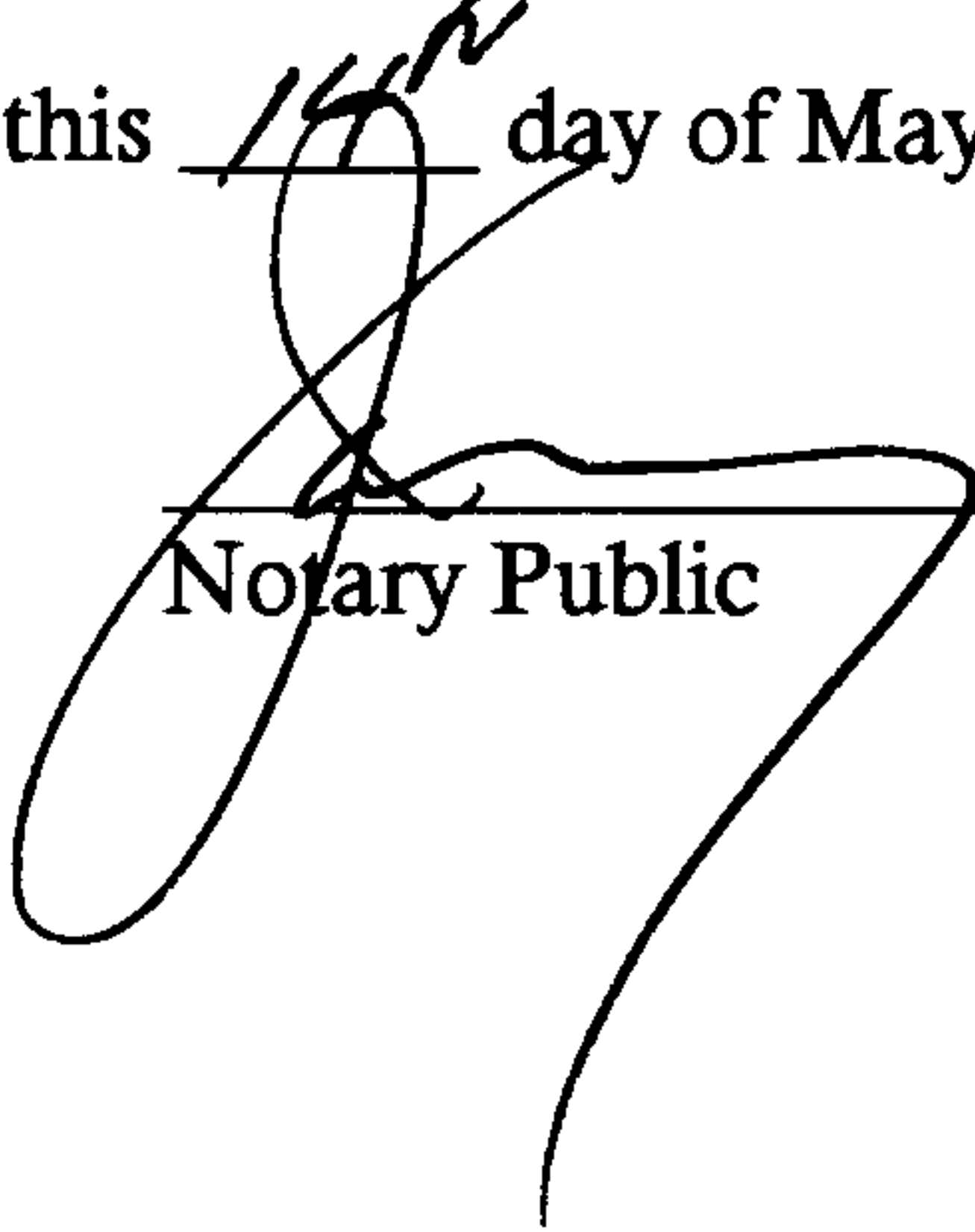
  
Stephen H. Lee

STATE OF ALABAMA )  
COUNTY OF SHELBY )

20040609000312430 Pg 2/2 15.00  
Shelby Cnty Judge of Probate, AL  
06/09/2004 14:30:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen H. Lee, a married man, 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 executed the same on the day the same bears date.

Given under my hand and seal this 14<sup>th</sup> day of May, 2004.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 07/14/2003

RENEWED  
MY COMMISSION EXPIRES 07/14/2007