



STATE OF ALABAMA)
:
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **DAN J. SHADDAY, a married man**, for and in consideration of the sum of \$2,293,579.66, and other good and valuable consideration, this day in hand paid to him by **JARRETT E. SHADDAY**, the receipt of which is hereby acknowledged, and the further consideration of the assumption of the hereinafter described Mortgage and Assignment of Lessor's Interest in Contract Rights by **JARRETT E. SHADDAY**, does hereby give, grant, bargain, sell and convey unto the said **JARRETT E. SHADDAY, an undivided one-half (1/2) interest in and to** the following described real estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Commence at the Southwest corner of the NE 1/4 of the SE 1/4, Section 31, T-19-S, R-2-W and run North 00 degrees 04 minutes 56 seconds East along the West line of the NE 1/4 of the SE 1/4 a distance of 541.25 feet; thence run North 55 degrees 42 minutes 20 seconds East a distance of 600.66 feet, more or less, to an existing capped iron marked SURVCONN9049 and the Point of Beginning, said point being on the Northwesterly right-of-way line of Alabama Highway #119 and the paved service road along said highway. From said Point of Beginning continue North 55 degrees 42 minutes 20 seconds East along said right-of-way line a distance of 130.65 feet to an iron pin set (1/2" rebar with cap stamped JBW&T INC. CA0046LS) on the Westerly right-of-way line of I-65 and the paved service road along side said I-65; thence run North 05 degrees 49 minutes 19 seconds East along said right-of-way line a distance of 350.00 feet to an existing PK nail in asphalt on the southeasterly right-of-way line of Cahaba Valley Parkway East; thence run South 66 degrees 06 minutes 04 seconds West along said right-of-way line a distance of 424.84 feet to an existing capped iron marked CA0010, said point being North 59 degrees 47 minutes 18 seconds East, a distance of 269.18 feet from the most Northerly corner of Lot C-2 of the Cahaba Valley Park North as recorded in Map Book 13, Page 140, Shelby County Probate Office; thence run South 44 degrees 27 minutes 33 seconds East a distance of 349.80 feet to the Point of Beginning.

Said parcel of land being a portion of the NE 1/4 of the SE 1/4, Section 31, T-19-S, R-2W and being the same property as described in Deed Book 2001-49861, Shelby County Probate Office, lying and being in the City of Pelham, Shelby County, Alabama, and containing 2.00 acres, more or less.

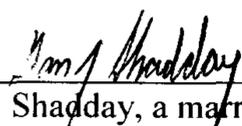
The consideration set forth above is the principal balance of the mortgage loan made by Colonial Bank, N.A. being herein assumed by Jarrett E. Shadday in the amount of \$2,293,579.66.

THE PROPERTY HEREIN CONVEYED COMPRISES NO PART OF THE HOMESTEAD OF THE UNDERSIGNED GRANTOR AND HIS WIFE.

TO HAVE AND TO HOLD the above described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining, unto the said **JARRETT E. SHADDAY**, and unto his heirs and assigns forever; subject, however, to a Mortgage and Assignment of Lessor's Interest in Contract Rights to COLONIAL BANK, which Mortgage and Assignment are recorded under Instrument No. 20030423000250240 and under Instrument No. 20030423000250250, respectively, in the Office of the Judge of Probate of Shelby County, Alabama and which the said **JARRETT E. SHADDAY** assumes and agrees to pay.

AND THE UNDERSIGNED, Grantors, for himself, his heirs, executors and administrators, does hereby and in consideration of the premises, warrant and will forever, defend the title to the above described and hereby granted premises unto the said **JARRETT E. SHADDAY**, from and against himself, and all persons claiming or holding under him, the said Grantor, and also against the lawful claims or demands of all persons whomsoever, covenanting that he is seized in fee thereof; that he has a good and lawful right to sell and convey the same, as aforesaid; that the same is free and clear of all encumbrances, except taxes due October 1, 2004, and subsequent years; and further excepting any restrictions, right-of-ways and easements pertaining to the above described property of record in the Probate Office of Madison County, Alabama; and the above described Mortgage and Assignment.

IN WITNESS WHEREOF, the undersigned has executed these presents on this the 7 day of September, 2004.

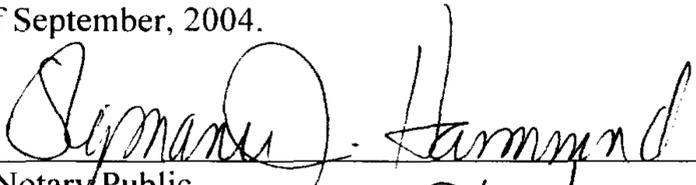


Dan J. Shadday, a married man (SEAL)

STATE OF GEORGIA)
 :
COUNTY OF Wayd)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, DAN J. SHADDAY, a married man whose name 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 voluntarily on the day the same bears date.

Given under my hand this the 7 day of September, 2004.



Notary Public
My Commission Expires: 7/31/07

This instrument was prepared by:
JAMES G. HARRISON
Stephens, Millirons, Harrison & Gammons
2430 L & N Drive,
Huntsville, AL 35801