


DEED


20050110000012320 Pg 1/4 330.00
Shelby Cnty Judge of Probate, AL
01/10/2005 10:35:00 FILED/CERTIFIED

This instrument was prepared by
Frank Harris on behalf of the
trust account administered by
AMSOUTH BANK,
P.O. Box 10463, Birmingham,
Alabama 35202

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of
THREE HUNDRED FIVE THOUSAND and No/100 Dollars (\$ 305,000.00) cash in hand paid
by ADM Development, L.L.C. to AmSouth Bank as Trustee of the trust for the benefit of Mary
Louise Nichols Curtis u/w/o William G. Nichols; and as individuals Henry L. Nichols, Jr., Joan
N. Alexander, June S. Nichols, Nancy N. Roberts, and Fred A. Nichols Jr. (hereinafter referred
to as "Grantors") the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and
convey unto **ADM Development, L.L.C.** (hereinafter referred to as "Grantee"), all of their
right, title and interest in that certain real estate, lying and being situated in Shelby County,
Alabama and described as follows (hereinafter referred to as the "Real Estate"), to wit:

That portion of NW ¼ of SW ¼, Section 2, Township 22 South, Range 2 West lying
North, West and South of the fences shown on Survey of R.C. Farmer, dated September 29,
1999, which said fences were established as the boundaries between the parties set forth in final
Judgment, dated June 14, 2004, issued in Case Number CV-02-755, in the Circuit Court of
Alabama.

TO HAVE AND TO HOLD unto said Grantee its heirs and assigns forever.

It is specifically understood and agreed that the Grantors have executed this conveyance
subject to:

1. Ad Valorem taxes due and payable October 1, 2005
which the Grantee herein expressly assumes and agrees to pay.
2. Existing rights-of-way, encroachments, party walls,
building restrictions, zoning, recorded and/or unrecorded
easements, deficiency in quantity of ground, overlaps,
overhangs, any discrepancies or conflicts in boundary lines,
or any matters not of record, if any, which would be disclosed
by an inspection and survey of the property.
3. Any prior reservation or conveyance, together with release of
damages, of minerals of every kind and character, including but
not limited to oil, gas, sand, gravel in, on, and under subject
property.
4. Rights of ingress and or egress to the above is not warranted.

This instrument is executed without warranty or representation of any kind on the part of
AmSouth Bank as Trustee of the trust for the benefit of Mary Louise Nichols Curtis u/w/o
William G. Nichols, express or implied, except that there are no liens or encumbrances
outstanding against the premises conveyed which were created or suffered by the undersigned
and not specifically excepted therein.

This instrument is executed by AmSouth Bank as Trustee of the trust for the benefit of
Mary Louise Nichols Curtis u/w/o William G. Nichols solely in the representative capacity
named herein, and neither this instrument nor anything herein contained shall be construed as
creating any indebtedness or obligation on the part of the undersigned in its individual or
corporate capacity, and AmSouth Bank as Trustee of the trust for the benefit of Mary Louise
Nichols Curtis u/w/o William G. Nichols expressly limits its liability hereunder to the property
now or hereafter held in this trust by it in the representative capacity named.

J.R. Nichols

We, the individual owners, Henry L. Nichols, Jr., Joan N. Alexander, June S. Nichols, Nancy N. Roberts and Fred A. Nichols, Jr. do for ourselves and for our heirs, executors, and administrators convent with the said grantee, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances unless other wise noted above; that we have a good right to sell and convey the same aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against lawful claims of all persons.

No portion of this property is the homestead of Henry L. Nichols, Jr., or his spouse, Joan N. Alexander or her spouse, June S. Nichols, a widow, Nancy N. Roberts or her spouse, Fred A. Nichols, Jr., a single person.

IN WITNESS THEREOF, AmSouth Bank as Trustee of the trust for the benefit of Mary Louise Nichols Curtis u/w/o William G. Nichols; and as individuals Henry L. Nichols, Jr., Joan N. Nichols, June S. Nichols, and Fred A. Nichols, Jr. have caused this conveyance to be executed in their names and on their behalf in its capacities as Trustee and as individuals as heretofore said, this 28 day of December, 2004.

AmSouth Bank, as Trustee of the Trust
for Mary Louise Nichols Curtis u/w/o William G. Nichols

ATTEST
BY: Anthony J. Edwards
ITS: Vice President

BY: Frank Harris (SEAL)
ITS: VICE PRESIDENT & TRUST OFFICER
Henry L. Nichols, Jr.
Henry L. Nichols, Jr.
Joan N. Alexander
Joan N. Alexander a/k/a Joan Nichols Alexander
June S. Nichols
June S. Nichols a/k/a June Sellers Nichols
Nancy N. Roberts
Nancy N. Roberts a/k/a Nancy Nichols Roberts
Fred A. Nichols, Jr.
Fred A. Nichols, Jr. a/k/a Fredrick Alton Nichols, Jr.

STATE OF ALABAMA)
Jefferson
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Anthony J. Edwards and Frank Harris whose names as Vice President and Vice President & Trust Officer of AmSouth Bank, as Trustee of the trust for the benefit of Mary Louise Nichols Curtis u/w/o William G. Nichols are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, each as such Officer and with full authority executed the same voluntarily on the day same bears date for and as the act of said bank, acting in its capacity as Trustee, as aforesaid

Given under my hand and official seal this 28th day of December, 2004.

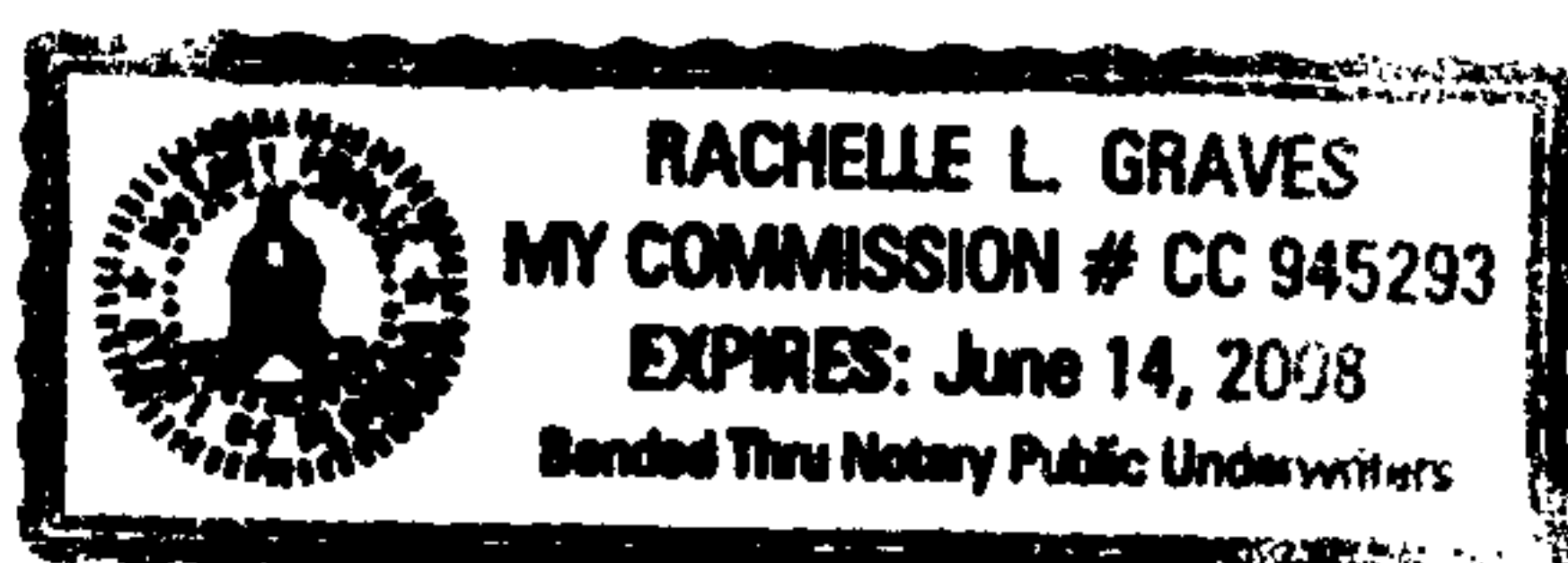
Anthony J. Edwards
NOTARY PUBLIC
MY COMMISSION EXPIRES 8/24/05

STATE OF FLORIDA)

COUNTY) Calhoun

I the undersigned notary hereby certify that Henry L. Nichols, Jr. 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 this conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand this 6 day of December, 2004.



Rachelle L. Graves
NOTARY PUBLIC
MY COMMISSION EXPIRES June 14, 2008

STATE OF ALABAMA)

SHELBY COUNTY)

I the undersigned notary hereby certify that Joan N. Alexander 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 this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand this 30th day of November, 2004.



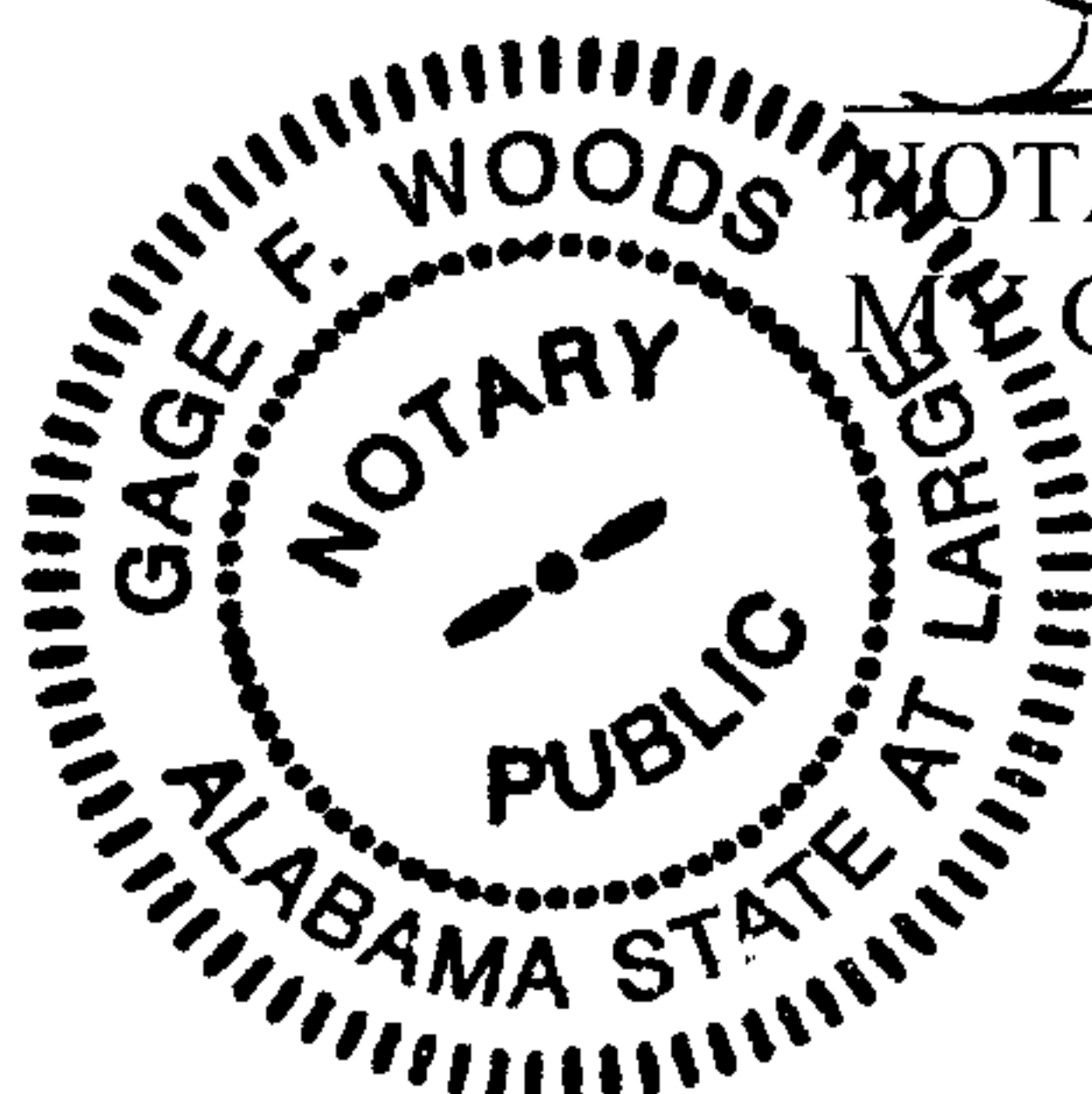
Angel Moore
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-5-08

STATE OF ALABAMA)

JEFFERSON COUNTY)

I the undersigned notary hereby certify that June S. Nichols 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 this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand this 26th day of November, 2004.



Gage F. Woods
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

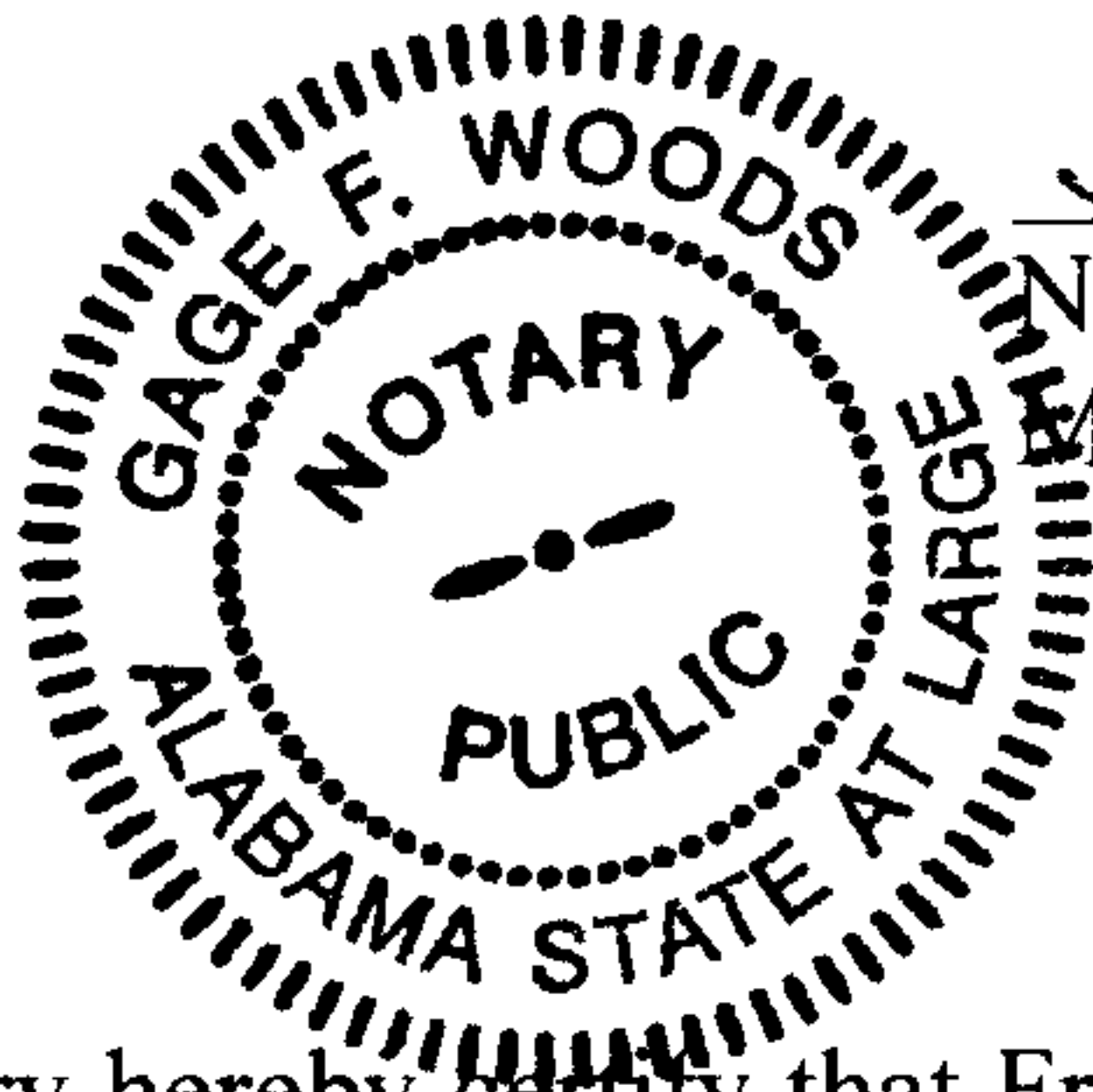
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 25, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

I the undersigned notary hereby certify that Nancy N. Roberts 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 this conveyance, she executed the same voluntarily on the same day bears date.

Given under my hand this 26th day of November, 2004.

STATE OF ALABAMA)
JEFFERSON COUNTY)

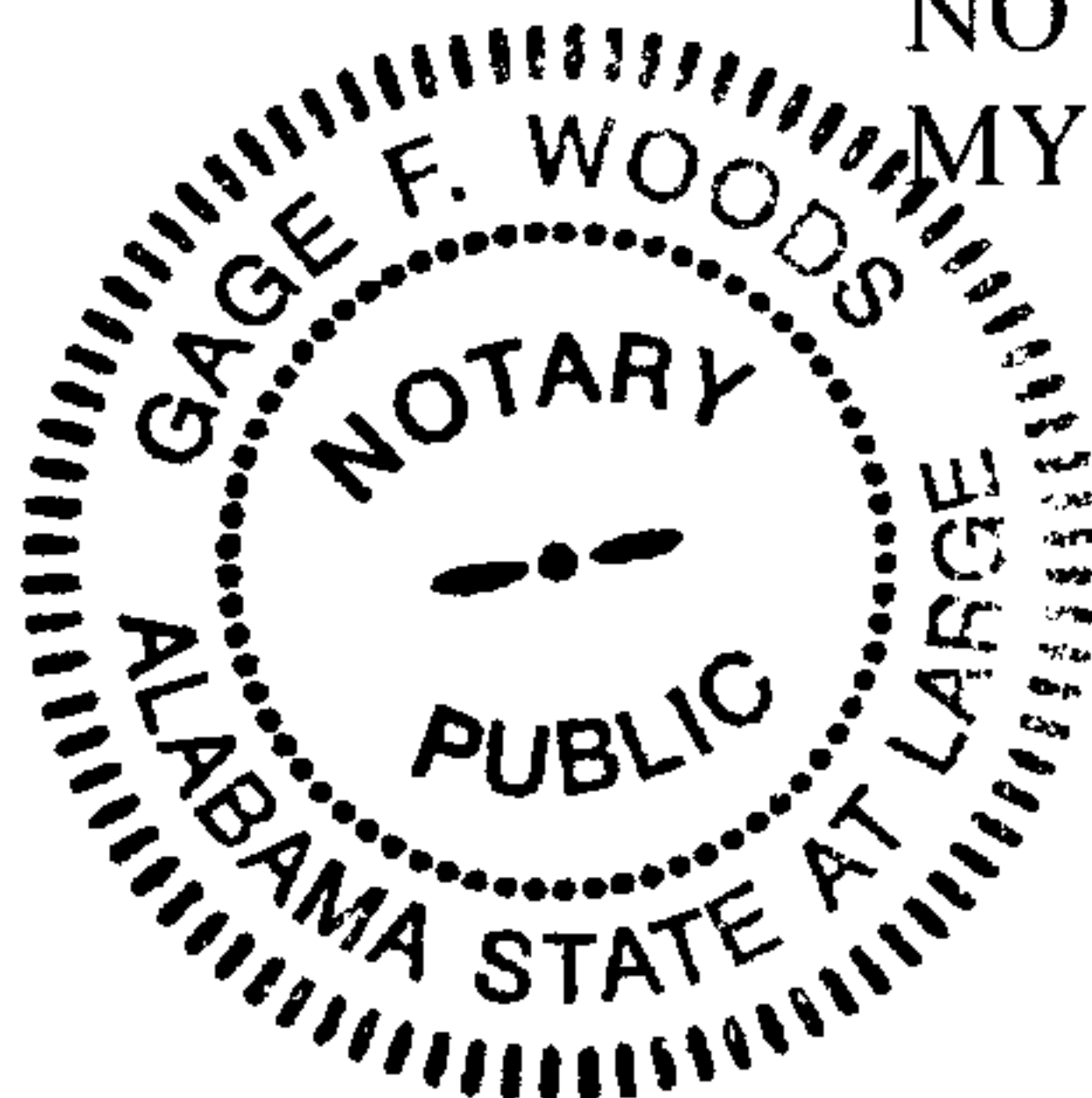


Gage F. Woods
NOTARY PUBLIC
MY COMMISSION EXPIRES 03/25/08

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 25, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

I the undersigned notary hereby certify that Fred A. Nichols, Jr. 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 this conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand this 26th day of November, 2004.



Gage F. Woods
NOTARY PUBLIC
MY COMMISSION EXPIRES 03/25/08

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 25, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

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