

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

SEND TAX NOTICE TO:
Henderson Holding, L.L.C.
200 North Yeager Court
Pelham, Alabama 35124

STATE OF ALABAMA)

COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000.00), and other good and valuable consideration, paid to the undersigned grantor, Southern Landmark Development, LLC, an Alabama limited liability company ("Grantor"), by Henderson Holding, 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:

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West, and a portion of Lot 10, according to a Resurvey of Lot 1, Yeager Commercial Park North, recorded as Map Book 24, Page 8, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: Commence at the NE corner of Lot 5 of Yeager Commercial Park North Resurvey Lot 1, as recorded in Map Book 24, Page 8, in the Office of the Judge of Probate of Shelby County, Alabama, said point being the point of beginning; thence N 26 deg. 12 min. 26 sec. E a distance of 233.45 feet; thence N 87 deg. 57 min. 25 sec. W a distance of 167.10 feet; thence S 26 deg. 19 min. 23 sec. W a distance of 233.69 feet; thence continue Southwesterly along said line, a distance of 124.02 feet to the Northerly right of way of North Yeager Court to the point of curve of a non-tangent curve to the right, having a central angle of 29 deg. 56 min. 42 sec. and a radius of 55.00 feet; said curve subtended by a chord bearing S 62 deg. 23 min. 23 sec. E and a chord distance of 28.42 feet; thence Southeasterly along the arc of said curve and along said right of way a distance of 28.75 feet; thence N 38 deg. 52 min. 46 sec. E and leaving said right of way a distance of 156.59 feet; thence S 87 deg. 57 min. 54 sec. E a distance of 99.11 feet to the point of beginning.

ALSO: A 25 foot ingress, egress, drainage and utility easement and 15 feet drainage and utility easement: Commence at the NE corner of Lot 5, Yeager Commercial Park North Resurvey Lot 1, as recorded in Map Book 24, Page 8, in the Office of the Judge of Probate of Shelby County, Alabama; thence N 26 deg. 12 min. 26 sec. E a distance of 233.45 feet; thence N 87 deg. 57 min. 25 sec. W a distance of 167.10 feet; thence S 26 deg. 19 min. 23 sec. W a distance of 233.69 feet; thence continue Southwesterly along said line, a distance of 124.02 feet to the Northerly right of way of North Yeager Court to the point of curve of a non-tangent curve to the right, having a central angle of 29 deg. 56 min. 42 sec. and a radius of 55.00 feet, said curve subtended by a chord bearing S 62 deg. 23 min. 23 sec. E and a chord distance of 28.42 feet; thence Southeasterly along the arc of said curve and along said right of way a distance of 28.75 feet to the point of beginning of the centerline of a 25 feet ingress, egress, utility and drainage easement; thence N 38 deg. 52 min. 46 sec. E along said centerline and leaving said right of way, a distance of 156.59 feet to the end of said easement and the point of beginning of the centerline of a 15 foot drainage and utility easement; thence S 87 deg. 57 min. 54 sec. E along said centerline, a distance of 99.11 feet to the end of said easement.

SUBJECT TO: (1) Current taxes; (2) Easements and restrictions of record.

Southern Landmark Development, LLC is one and the same entity as Southern Landmark, L.L.C., the grantee in that certain Warranty Deed recorded as Instrument Number 1997-298051 in the Office of the Judge of Probate of Shelby County, Alabama.

\$225,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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

And Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that it 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 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, Grantor, **Southern Landmark Development, LLC**, by and through Roy L. Martin and Michael L. Wood, as its Managers, who are authorized to execute this Warranty Deed as provided in Grantor's Articles of Organization and Operating Agreement dated August 30, 1996, which, as of this date have not been modified or amended, has hereto set its signature and seal as of this 10th day of February, 2005.

WITNESSES:

Southern Landmark Development, LLC

By: 
Michael L. Wood, as its Manager

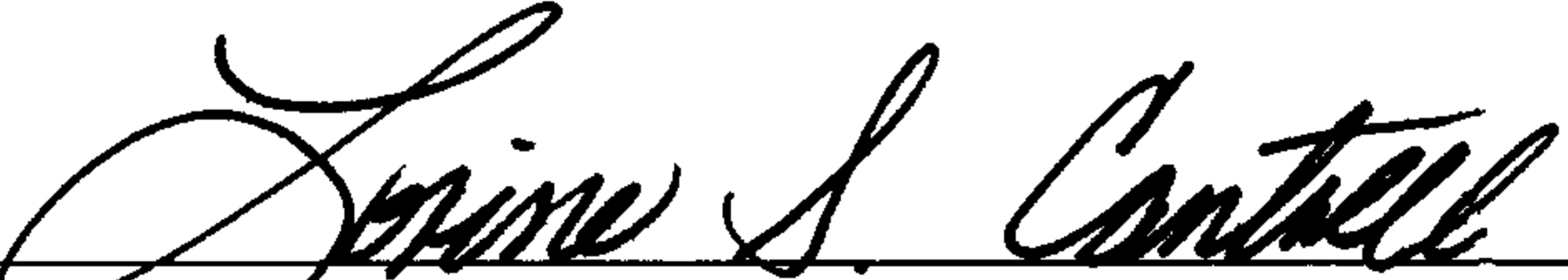
By: 
Roy L. Martin, as its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

20050224000088780 Pg 2/2 64.00
Shelby Cnty Judge of Probate, AL
02/24/2005 11:21:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael L. Wood and Roy L. Martin, whose names as Managers of Southern Landmark Development, LLC, an Alabama limited liability company, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed the contents of the conveyance, they, as such Managers and with full authority, executed the same for and on behalf of said limited liability company.

Given under my hand and seal this 10 day of February, 2005.


Notary Public

My Commission Expires: 6-21-05