BHM050589/

This instrument prepared by:
Mary Thornton Taylor, Esquire
% 421 Office Park Drive
Birmingham, Alabama 35223

Send tax notice to:
The Narrows II, Inc.
421 Office Park Drive
Birmingham, Alabama 35223

20050801000384160 1/2 $15.00
Shelby Cnty Judge of Probate,AL
08/01/2005 09:46:57AM FILED/CERT

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY)

That for and in consideration of Five Hundred Thousand and No/100 Dollars ($500,000.00) and other good and valuable consideration to the undersigned **MASI, LLP,** an Alabama limited liability partnership ("Grantor"), in hand paid by **THE NARROWS II, INC.,** an Alabama corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

> Lots 1 through 14, inclusive, according to the Resurvey of Lot 4 of The Narrows Commercial Subdivision, Sector 1, as recorded in Map Book 35, Page 44, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

The Property is conveyed subject to the following:

1. 2005 ad valorem taxes which are not yet due and payable.

2. Right of way to Alabama Power Company as recorded in Deed Book 109, Page 70 and Deed Book 145, Page 22 in said Probate Office.

3. Right of way to Shelby County as recorded in Deed Book 95, Pages 515, 535 and 503 in said Probate Office.

4. Right of way to South Central Bell Telephone Company as recorded in Deed Book 321, Page 610; Deed Book 324, Page 840 and Deed Book 329, Page 430 in said Probate Office.

5. The Narrows Residential Declaration of Covenants, Conditions, and Restrictions recorded as Instrument # 20000327000097551 in said Probate Office, including all amendments thereto.

6. The Narrows Commercial Declaration of Covenants, Conditions, and Restrictions recorded as Instrument # 20000525000171371 in said Probate Office, including all amendments thereto.

7. Restrictions as shown on recorded map in Map Book 28, Page 7 and Map Book 35, Page 44.

8. Boundary agreement with Cahaba Valley Fire & Emergency as recorded in Instrument No. 2000-17137.

9. Natural gas supply agreement as recorded In Instrument No. 2000-1818.

10. Lot 1 - variable easement along East side; Lot 2 - variable easement along Northeast corner; Lot 3 - variable easement through south and west sides; Lot 6 - variable

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easement on Northeast corner; Lots 7, 8, 9, 10, 11, 12, 13 and 14 - 10 foot easement along front lot line; all as shown on recorded plat in Map Book 35, Page 44.

The entire purchase price stated herein was paid from the proceeds advanced from a mortgage loan closed contemporaneously herewith.

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

IN WITNESS WHEREOF, Grantor **MASI, LLP** has hereto set its signature and seal as of June 23rd, 2005.

MASI, LLP

By: _____
Margi Ingram
Its Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Margi Ingram, whose name as Member of MASI, LLP, an Alabama limited liability partnership, 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, in her capacity as such Member, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and seal on this 23rd day of June, 2005.

CHARLES D. STEWART, JR. MY COMMISSION EXPIRES APRIL 13 2008 ALABAMA NOTARY PUBLIC

_____
NOTARY PUBLIC
My Commission Expires: 4-13-08