

\$4,565,205.77

This Instrument Prepared By:

Justin D. Fingar, Esq.  
JOHNSTON, CONWELL & DONOVAN, L.L.C.  
813 Shades Creek Parkway, Suite 200  
Birmingham, AL 35209

Send Tax Notice To:

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**STATUTORY WARRANTY DEED**

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

**THIS WARRANTY DEED** is executed and delivered on this 18<sup>th</sup> day of August, 2005, by **SOUTHBROOK VILLAGE, LLC**, an Alabama limited liability company (as to an undivided 28.58% interest, being all of its right, title and interest), **BODNAR INVESTMENT GROUP, INC.**, an Alabama corporation (as to an undivided 28.58% interest, being all of its right, title and interest), **JEFF COBB**, a married individual (as to an undivided 14.28% interest, being all of his right, title and interest), **HUNTER WILLIAMS**, a married individual (as to an undivided 9.52% interest, being all of his right, title and interest), **SAM SHARP**, a married individual (as to an undivided 9.52% interest, being all of his right, title and interest), and **BRIGHAM-WILLIAMS, INC.**, an Alabama corporation (as to an undivided 9.52% interest, being all of its right, title and interest) (hereinafter called "Grantors"), in favor of **SOUTHBROOK STATION, INC.**, a Delaware corporation (hereinafter called "Grantee").

**KNOW ALL PERSONS BY THESE PRESENTS** that, for an in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantors, the receipt whereof is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto Grantee that certain real property lying and being situated in Shelby County, Alabama, as more particularly described on Exhibit "A" hereto.

Subject to:

1. All assessments and taxes for year 2005 and all subsequent years.
2. Encroachments, overlaps and any matter that would be reflected by an accurate survey of the above-described property.
3. Right-of-way to Southern Bell Telephone and Telegraph Company recorded in Deed Book 342, page 939 and Real Volume 42, page 966.
4. Covenants, conditions, restrictions, limitations and obligations and grants of easements recorded in Real Volume 52, page 692; First Amendment thereto recorded in Real 35, page 822 and Second Amendment thereto recorded in Real Volume 106, page 700.

5. Right-of-way granted to Alabama Power Company as recorded in Real 41, page 848 and Volume 55, page 586.

6. Lease Agreement by and between Southbrook Village, LLC, as lessor, and World Acceptance Corporation of Alabama d/b/a World Finance Corporation of Alabama as recorded in Instrument No. 20050718000356740.

The property herein conveyed does not constitute the homestead of any of the above named Grantors.

The above recited interests of the respective Grantors constitute one hundred percent (100%) of the right, title and interest in and to the property.

Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the real estate herein conveyed (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by acceptance of this deed accepts the physical condition of the said described property **"AS IS, WITH ALL FAULTS."**

**TO HAVE AND TO HOLD**, unto the said Grantee, its successors and assigns forever in fee simple.

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[Signatures begin on the following page]





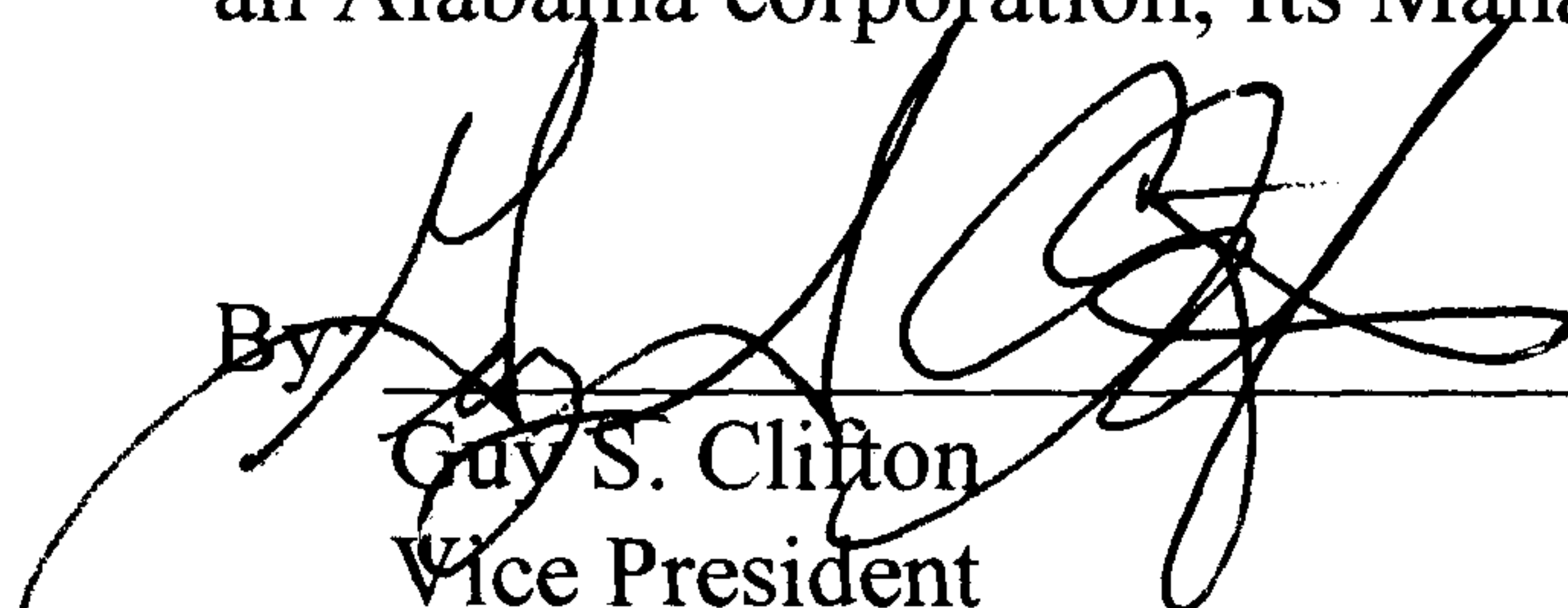
20050822000429940 3/14 \$4622.50  
Shelby Cnty Judge of Probate, AL  
08/22/2005 10:03:27AM FILED/CERT

**IN WITNESS WHEREOF**, the Grantors have executed this instrument as of the day and year first above written.

**GRANTORS:**

**SOUTHBROOK VILLAGE, LLC**, an Alabama limited liability company

By: The Thompson Development Company, Inc.,  
an Alabama corporation, Its Manager

By:   
Guy S. Clifton  
Vice President

**BODNAR INVESTMENT GROUP, INC.**, an Alabama corporation

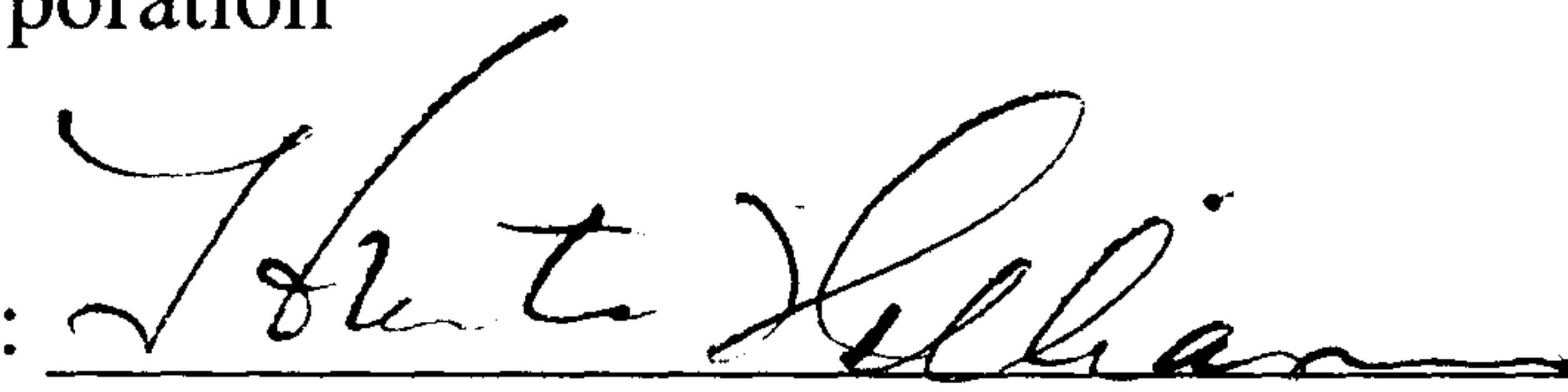
By: \_\_\_\_\_  
John Michael Bodnar  
Vice President

\_\_\_\_\_  
**JEFF COBB**

  
\_\_\_\_\_  
**HUNTER WILLIAMS**

\_\_\_\_\_  
**SAM SHARP**

**BRIGHAM-WILLIAMS, INC.**, an Alabama corporation

By:   
\_\_\_\_\_  
Hunter Williams  
President

**IN WITNESS WHEREOF**, the Grantors have executed this instrument as of the day and year first above written.

**GRANTORS:**

**SOUTHBROOK VILLAGE, LLC**, an Alabama limited liability company

By: The Thompson Development Company, Inc.,  
an Alabama corporation, Its Manager

By: \_\_\_\_\_  
Guy S. Clifton  
Vice President

**BODNAR INVESTMENT GROUP, INC.**, an Alabama corporation

By: \_\_\_\_\_  
John Michael Bodnar  
Vice President

\_\_\_\_\_  
JEFF COBB

\_\_\_\_\_  
HUNTER WILLIAMS

\_\_\_\_\_  
SAM SHARP

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By: \_\_\_\_\_  
Hunter Williams  
President

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Guy S. Clifton  
Vice President

**BODNAR INVESTMENT GROUP, INC.**, an Alabama corporation

By: \_\_\_\_\_  
John Michael Bodnar  
Vice President

\_\_\_\_\_  
**JEFF COBB**

\_\_\_\_\_  
**HUNTER WILLIAMS**

\_\_\_\_\_  
**SAM SHARP**

**BRIGHAM-WILLIAMS, INC.**, an Alabama corporation

By: \_\_\_\_\_  
Hunter Williams  
President

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**GRANTORS:**

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By: The Thompson Development Company, Inc.,  
an Alabama corporation, Its Manager

By: \_\_\_\_\_  
Guy S. Clifton  
Vice President

**BODNAR INVESTMENT GROUP, INC.**, an Alabama corporation

By: \_\_\_\_\_  
John Michael Bodnar  
Vice President

\_\_\_\_\_  
**JEFF COBB**

\_\_\_\_\_  
**HUNTER WILLIAMS**

  
\_\_\_\_\_  
**SAM SHARP**

**BRIGHAM-WILLIAMS, INC.**, an Alabama corporation

By: \_\_\_\_\_  
Hunter Williams  
President



ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Guy S. Clifton, whose name as Vice President of The Thompson Development Company, Inc., an Alabama corporation, as Manager of **SOUTHBROOK VILLAGE, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as aforesaid.

GIVEN under my hand and seal of office this 18<sup>th</sup> day of August, 2005.

[SEAL]

Kathy R. Stanford  
NOTARY PUBLIC  
My Commission Expires: 5-25-07

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Michael Bodnar, whose name as Vice President of **BODNAR INVESTMENT GROUP, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of August, 2005.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Guy S. Clifton, whose name as Vice President of The Thompson Development Company, Inc., an Alabama corporation, as Manager of **SOUTHBROOK VILLAGE, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as aforesaid.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of August, 2005.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Michael Bodnar, whose name as Vice President of **BODNAR INVESTMENT GROUP, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal of office this 16 day of August, 2005.

[SEAL]

Patricia Waldrop Luce  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 2006  
BONDED THROUGH NOTARY PUBLIC UNDER \$10,000



20050822000429940 9/14 \$4622.50  
Shelby Cnty Judge of Probate, AL  
08/22/2005 10:03:27AM FILED/CERT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **JEFF COBB**, an individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of August, 2005.

[SEAL]

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF Colorado )  
COUNTY OF EAGLE )

*Jeff Cobb* → I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ~~HUNTER WILLIAMS~~, an individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this 17<sup>th</sup> day of August, 2005.

[SEAL]

*Carolyn W. Schneider*  
NOTARY PUBLIC  
My Commission Expires: 01/23/09



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **JEFF COBB**, an individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of August, 2005.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **HUNTER WILLIAMS**, an individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this 16<sup>th</sup> day of August, 2005.

[SEAL]

Judith A. Lermisky  
NOTARY PUBLIC  
My Commission Expires: 1-19-07



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Shelby Cnty Judge of Probate, AL  
08/22/2005 10:03:27AM FILED/CERT

STATE OF Alabama )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **SAM SHARP**, an individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this 16<sup>th</sup> day of August, 2005.

[SEAL]

Rhonda Ligin Lisco  
NOTARY PUBLIC  
My Commission Expires: 11/30/07

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hunter Williams, whose name as President of **BRIGHAM-WILLIAMS, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of August, 2005.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

20050822000429940 12/14 \$4622.50  
Shelby Cnty Judge of Probate, AL  
08/22/2005 10:03:27AM FILED/CERT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **SAM SHARP**, an individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of August, 2005.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hunter Williams, whose name as President of **BRIGHAM-WILLIAMS, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal of office this 16<sup>th</sup> day of August, 2005.

[SEAL]

Judith A. Lemsley  
NOTARY PUBLIC  
My Commission Expires: 1-19-07





20050822000429940 13/14 \$4622.50  
Shelby Cnty Judge of Probate, AL  
08/22/2005 10:03:27AM FILED/CERT

## EXHIBIT A

### PARCEL A:

All that tract or parcel of land situated, lying and being in Shelby County, and being more particularly described as follows:

Commencing at the intersection of Southwest corner of the North half of the Southwest quarter of the Northeast quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama with the Northern right of way line of 6th Avenue Southwest and running thence North 90° 00' 00" East, for a distance of 500.56 feet to a point; thence run North 90° 00' 00" East for a distance of 290.15 feet to a point; thence run North 90° 00' 00" East for a distance of 342.22 feet to a point; thence run North 32° 43' 59" East for a distance of 26.54 feet to a point; thence run North 32° 44' 05" East for a distance of 281.22 feet to a point; thence run North 29° 54' 54" East for a distance of 12.92 feet to a point, said point being the True Point of Beginning; thence run North 53° 23' 53" West for a distance of 172.18 feet to a point; thence run North 38° 33' 50" East for a distance of 140.00 feet to a point; thence run South 55° 06' 03" East for a distance of 23.52 feet to a point; thence run South 53° 23' 53" East for a distance of 126.60 feet to a point; thence run South 29° 54' 59" West for a distance of 147.51 feet to a point and back to the true point of beginning.

### PARCEL B:

All that tract or parcel of land situated, lying and being in Shelby County, Alabama and being more particularly described as follows:

Commencing at the intersection of Southwest corner of the North half of the Southwest quarter of the Northeast quarter of Section 2, Township 21 South, Range 3 West Shelby County, Alabama with the Northern right of way line of 6th Avenue Southwest and running thence North 90° 00' 00" East for a distance of 500.56 feet to a point, said point being the true point of beginning; thence run North 01° 15' 30" West for a distance of 236.17 feet to a point; thence run North 51° 28' 00" West for a distance of 36.46 feet to a point; thence run North 39° 08' 41" East for a distance of 25.41 feet to a point; thence run South 51° 22' 50" East for a distance of 272.86 feet to a point; thence run South 38° 37' 11" West for a distance of 32.09 feet to a point; thence run South 51° 25' 42" East for a distance of 133.38 feet to a point; thence run South 90° 00' 00" West for a distance of 290.15 feet to a point and back to the true point of beginning.

### PARCEL D:

All that tract or parcel of land situated, lying and being in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the intersection of Southwest corner of the North half of the Southwest quarter of the Northeast quarter of Section 2, Township 21 South, Range 3 West Shelby County, Alabama with the Northern right of way line of 6th Avenue Southwest, and running thence North 90° 00' 00" East for a distance of 500.56 feet to a point; thence run North 90° 00' 00" East for a distance of 290.15 feet to a point; thence run North 90° 00' 00" East for a distance of 342.22 feet to a point; thence run North 32° 43' 59" East for a distance of 26.54 feet to a point, said point being the true point of beginning; thence run North 51° 25' 31" West for a distance of 868.78 feet to a point; thence run North 38° 22' 47" East for a distance of 178.47 feet to a point; said point being the point of a curve to the right having a radius of 314.00 feet and an arc distance of 112.64 feet; thence run along said curve to the right a chord bearing of North 50° 10' 53" East and a chord distance of 112.04 feet to a point; thence run North 58° 39' 59" East for a distance of 31.80 feet to a point, said point being the point of a curve to the right having a radius of 122.00 feet and an arc distance of 105.63 feet; thence run along said curve to the right a chord bearing of North 83° 28' 14" East and a chord distance of 102.36 feet to a point; thence run North 36° 33' 02" East for a distance of 22.95 feet to a point; thence run South 53° 26' 58" East for a distance of 90.27 feet to a point; thence run South 54° 53' 16" East for a distance of 185.79 feet to a point; thence run South 51° 26' 10" East for a distance of 215.68 feet to a point; thence run South 55° 05' 59" East for a distance of 70.52 feet to a point; thence run South 38° 33' 50" West for a distance of 140.00 feet to a point; thence run South 51° 26' 10" East for a distance of 172.18 feet to a point; thence run South 29° 54' 54" West for a distance of 12.92 feet to a point; thence run South 32° 44' 05" West for a distance of 281.22 feet to a point and back to the true point of beginning.

### NON-EXCLUSIVE DUMPSTER PAD EASEMENT

A parcel of land situated in the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said North half of the Southwest quarter of the Northeast quarter and a point on the Northern right of way line of 6th Avenue Southwest; thence run in an Easterly direction along the South boundary of the said quarter-quarter line and said right of way line for a distance of 225.95 feet; thence leaving said right of way line turn an interior



angle to the right of 110° 54' 58" and run in a Northeasterly direction for a distance of 294.95 feet to the point of beginning; thence turn an interior angle to the left of 92° 15' 09" and run in a Northeasterly direction for a distance of 87.51 feet; thence turn an interior angle to the left of 166° 05' 30" and run in a Southeasterly direction for a distance of 41.89 feet; thence turn an interior angle to the left of 83° 25' 38" and run in a Southwesterly direction for a distance of 20.71 feet; thence turn an interior angle to the right of 49° 57' 17" and run in an Easterly direction for a distance of 68.95 feet; thence turn an interior angle to the right of 92° 00' 48" and run in a Northeasterly direction for a distance of 26.38 feet; thence turn an interior angle to the right of 127° 25' 14" and run in a Northwesterly direction for a distance of 36.46 feet; thence turn an interior angle to the right of 90° 36' 41" and run in a Southwesterly direction for a distance of 16.85 feet; thence turn an interior angle to the left of 96° 34' 22" and run in a Northwesterly direction for a distance of 46.44 feet; thence turn an interior angle to the right 169° 06' 38" and run in a Northwesterly direction for a distance of 94.78 feet; thence turn an interior angle to the right of 110° 09' 48" and run in a Southwesterly direction for a distance of 32.49 feet; thence turn an interior angle to the right of 73° 05' 36" and run in a Southeasterly direction for a distance of 14.94 feet to the point of beginning.

#### NON-EXCLUSIVE INGRESS/EGRESS EASEMENT

A parcel of land situated in the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said North half of the Southwest quarter of the Northeast quarter and a point on the Northern right of way line of 6th Avenue Southwest; thence run in an Easterly direction along the South boundary of the said quarter-quarter line and said right of way line for a distance of 113.71 feet to the point of beginning; thence leaving said right of way line turn an interior angle to the right of 129° 52' 07" and run in a Northeasterly direction for a distance of 12.41 feet; thence turn an interior angle to the right of 161° 07' 24" and run in a Northeasterly direction for a distance of 199.71 feet; thence turn an interior angle to the left of 156° 01' 06" and run in a Northeasterly direction for a distance of 220.58 feet; thence turn an interior angle to the right of 170° 02' 19" and run in a Northeasterly direction for a distance of 48.82 feet; thence turn an interior angle to the left of 13° 55' 59" and run in a Southwesterly direction for a distance of 43.80 feet; thence turn an interior angle to the right of 107° 16' 14" and run in a Southeasterly direction for a distance of 20.53 feet; thence turn an interior angle to the left of 82° 28' 59" and run in a Southwesterly direction for a distance of 211.68 feet; thence turn an interior angle to the right of 167° 80' 25" and run in a Southwesterly direction for a distance of 23.91 feet; thence turn an interior angle to the right of 167° 25' 31" and run in a Southwesterly direction for a distance of 140.04 feet; thence turn an interior angle to the right of 136° 26' 33" and run in a Southeasterly direction for a distance of 43.62 feet to a point on the Northern right of way line of 6th Avenue Southwest; thence turn an interior angle to the left of 167° 15' 08" and run in a Westerly direction along said right of way line for a distance of 65.54 feet to the point of beginning.

#### NON-EXCLUSIVE 20 FOOT UTILITY EASEMENT

A parcel of land situated in the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said North half of the Southwest quarter of the Northeast quarter and a point on the Northern right of way line of 6th Avenue Southwest; thence run in an Easterly direction along the South boundary of the said quarter-quarter line and said right of way line for a distance of 225.95 feet; thence leaving said right of way line turn an interior angle to the right of 110° 54' 58" and run in a Northeasterly direction for a distance of 621.38 feet; thence turn a deflection angle to the right of 107° 39' 26" and run in a Southeasterly direction for a distance of 86.63 feet to the point of beginning of a centerline of a 20 foot easement described as follows: thence turn an interior angle to the right of 88° 58' 22" and run in a Northeasterly direction for a distance of 137.28 feet; thence turn an interior angle to the left of 179° 41' 48" and run in a Northeasterly direction for a distance of 156.61 feet; thence turn an angle to the left of 136° 40' 26" and run in a Northerly direction for a distance of 124.01 feet to the end of the easement described herein.

And also the beneficial easements setforth in instrument recorded in Misc. Book 52, page 692; First Amendment thereto recorded in Real Volume 35, page 822; and Second Amendment thereto recorded in Real Volume 106, page 700, in the Office of the Judge of Probate of Shelby County, Alabama.

Shelby County, AL 08/22/2005  
State of Alabama

Deed Tax: \$4565.50