

2 0 0 5 6 2 / 6 3 2 9

\$1,200,000 of the purchase price recited herein was paid from a purchase money mortgage executed simultaneously herewith.

Mail tax notice to:

United States Steel Corporation
Division
600 Grant Street- Room 2477
Pittsburgh, Pennsylvania 15219

This instrument was prepared by and upon recording should be returned to:

Michael M. Partain, General Attorney Tax
United States Steel Corporation
Law Department - Fairfield Office
P. O. Box 599 - Suite 192
Fairfield, Alabama 35064

STATE OF ALABAMA
JEFFERSON COUNTY 27%)
SHELBY COUNTY - 73%)

\$ 6,300,000

24-50
6300.00
6324.50

SPECIAL WARRANTY DEED

20050919000483390 1/9 \$36.00
Shelby Cnty Judge of Probate, AL
09/19/2005 08:17:55AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of Seven Million Five Hundred Thousand Dollars (\$7,500,000) and other valuable considerations paid to the **AUBURN UNIVERSITY FOUNDATION**, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust, hereinafter referred to as "Grantor," by **UNITED STATES STEEL CORPORATION**, a Delaware corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee four (4) tracts of land, together with all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, air rights, and development rights, crops, trees, timber, and other emblements now or hereafter located on or above the Property or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions, and remainders whatsoever in any way belonging, relating, or appertaining to said land or any part thereof, or which hereafter shall in any way belong, relate, or be appurtenant thereto, and all land lying in the bed of any street, road, right-of-way or avenue adjoining the said land, to the center line thereof, and all leases, subleases, subtenancies, licenses, occupancy agreements, contract rights and concessions relating to the use and enjoyment of all or any part of the said land, said tracts being located in the Southwest-1/4 of the Southwest-1/4 of Section 33, Township 19 South, Range 3 West of the Huntsville Principal Meridian, Jefferson County, Alabama, and in the West-1/2 and the Southwest-1/4 of the Northeast-1/4 of Section 4, Township 20 South, Range 3 West, and in the East -1/2 of Section 5, Township 20 South, Range 4 West of the Huntsville Principal Meridian, all in Shelby County, Alabama, as more particularly described on "**EXHIBIT A**" attached hereto and made a part hereof.. The intent of the Grantor hereunder is to convey to Grantee all of its interests of any nature in and to all of the land it owns located in said Section 33 and Section 4, and Section 5.

By acceptance of this deed and as a condition of this conveyance, Grantee acknowledges and agrees that the physical and environmental condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said land in its "**AS IS, WHERE IS, WITH ALL FAULTS**" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state or federal laws, rules, regulations, or ordinances; and to *indemnify, defend and hold*

ALA Title

harmless Grantor from and against any cost, fine, penalty, or other liability relating to the physical and environmental condition of said land. It is the express intention of the parties that this assumption, release, and indemnity run with said land and shall be binding upon Grantee, its successors and assigns, and all successors in title. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of said land to any subsequent purchaser of said land, whether by foreclosure or otherwise, due solely to the taking of title to said land and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of said land or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

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

Grantor, in its capacity as Trustee, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seized and possessed of said land and has the right and lawful authority to sell and convey said land. The Grantor, in its capacity as Trustee, its successors and assigns, does hereby warrant the title to said land to Grantee, its successors and assigns, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that said land is free and clear of all encumbrances, except for the Permitted Encumbrances set forth in "**EXHIBIT B**" attached hereto and made a part hereof, against which Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)


20050919000483390 2/9 \$36.00
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IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and attested by its officers or representatives thereunto duly authorized this, the 15th day of August, 2005.

AUBURN UNIVERSITY FOUNDATION,
an Alabama not for profit corporation
as Trustee of the J. E. Wilborn Charitable
Remainder Unitrust

By: [Signature]

Title: Executive Vice President

STATE OF Alabama)

COUNTY OF Jefferson)

I, Pamela H. Amos, a Notary Public in and for said County in said State, hereby certify that Dr. D. B. McGinnis, whose name as Executive Vice President of the AUBURN UNIVERSITY FOUNDATION, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as trustee as aforesaid.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of August, 2005.

[Signature]
Notary Public

[SEAL]

My Commission Expires: 5-8-2007

20050919000483390 3/9 \$36.00
Shelby Cnty Judge of Probate, AL
09/19/2005 08:17:55AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, situated in Shelby County, Alabama.

Parcel II:

A parcel of land situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 955.43 feet; thence turn an interior angle of 60 degrees 50 minutes 23 seconds and run to the right in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 177 degrees 54 minutes 45 seconds and run to the right in a northeasterly direction for 469.01 feet; thence turn an interior angle of 183 degrees 10 minutes 57 seconds and run to the left in a northeasterly direction for 268.31 feet; thence turn an interior angle of 152 degrees 31 minutes 37 seconds and run to the right in a northeasterly direction for 316.39 feet to the northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 57 degrees 26 minutes 17 seconds and run to the right in a southerly direction along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1321.52 feet to the point of beginning.

Parcel III:

The East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, except that triangular tract in the NE of the NE conveyed to United States Steel Corporation in Instrument #2002-4100 and less and except that part located in the right of way of the railroad and roadway. Also the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, less and except that part located in the right of way of the railroad and roadways.

Parcel IV:

The West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, lying North of Cahaba River less and except the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and also except the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section, being situated in Shelby County, Alabama.

Parcel V:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 20, Range 3 West, being situated in Shelby County, Alabama.

Parcel VI:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the accepted West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1050.82 feet to the Northeasterly line of a 250 foot Alabama Power Company right of way; thence turn an interior angle of 34 degrees 12 minutes 11 seconds and run to the right in a



20050919000483390 4/9 \$36.00
Shelby Cnty Judge of Probate, AL
09/19/2005 08:17:55AM FILED/CERT

Southeasterly direction along said right of way for 1296.45 feet to the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 54 degrees 06 minutes 49 seconds and run to the right in a Westerly direction along said south line for 729.08 feet to the point of beginning.

Parcel VII:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, less and except that tract conveyed to USX Corporation in Instrument #200260-2108.

Parcel VIII:

Commence at the southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West; thence run westerly along the south line thereof for a distance of 1318.05 feet to the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 19 South, Range 3 West; thence turn an angle to the right of 119 degrees 22 minutes 04 seconds and run northeasterly for a distance of 305.00 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run northwesterly for a distance of 127.91 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 675.09 feet to the Point of beginning of the herein described parcel, said point also being the southwesterly end of existing right of way of Stadium Trace as recorded in Map Book 23, page 99, in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division; from the point of beginning thus obtained, thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 50 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run southwesterly for a distance of 765.57 feet to the point of commencement of a curve to the right, said curve having a central angle of 20 degrees 56 minutes 08 seconds and a radius of 813.94 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 297.41 feet to a point on the south line of Section 33, Township 19 South, Range 3 West; thence turn an interior angle to the left of 140 degrees 21 minutes 32 seconds from the tangent of said curve and run westerly along said section line for a distance of 177.43 feet to the point of commencement of a curve to the left, said curve having a central angle of 31 degrees 58 minutes 06 seconds and a radius of 713.94 feet; thence turn an interior angle to the left of 28 degrees 36 minutes 29 seconds to the tangent of said curve and run along the arc in a northeasterly direction for a distance of 398.35 feet; thence run in a northeasterly direction along the tangent extended from said curve for a distance of 765.57 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 50 feet to the point of beginning.

A portion of the above legal descriptions can also be described as follows:

Northeast of the railroad:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the accepted West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1050.82 feet to the Northeasterly line of a 250 foot Alabama Power Company right of way; thence turn an interior angle of 34 degrees 12 minutes 11 seconds and run to the right in a Southeasterly direction along said right of way for 1296.45 feet to the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 54 degrees 06 minutes 49 seconds and run to the right in a Westerly direction along said south line for 729.08 feet to the point of beginning, containing 8.790 acres, more or less.

A part of the Southwest quarter of the Southwest quarter of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama and a part of the East one-half of the East one-half of Section 5, Township 20 South,

Range 3 West and also a part of the West one half of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama.

Less and except that portion conveyed in Instrument No. 200261-5143, Instrument No. 200260-2108, Instrument No. 2002262-8151, Instrument No. 2002-13608, Instrument No. 2002-2002 and Instrument No. 2002-4100 and also less and except all that part lying Southwest of the railroad right of way, less and except all that part lying Southeast of the Cahaba River, and also less and except all that part lying the Southeast quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama.

Southeast of the railroad:

A parcel of land situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 955.43 feet; thence turn an interior angle of 60 degrees 50 minutes 23 seconds and run to the right in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 177 degrees 54 minutes 45 seconds and run to the right in a northeasterly direction for 469.01 feet; thence turn an interior angle of 183 degrees 10 minutes 57 seconds and run to the left in a northeasterly direction for 268.31 feet; thence turn an interior angle of 152 degrees 31 minutes 37 seconds and run to the right in a northeasterly direction for 316.39 feet to the northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 57 degrees 26 minutes 17 seconds and run to the right in a southerly direction along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1321.52 feet to the point of beginning, containing 16.566 acres more or less.

The Southwest quarter of the Southeast quarter of Section 5, Township 20 South, Range 1 West and a part of the Northeast quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama.

Less and except that portion conveyed in Instrument No. 200261-5143, Instrument No. 200260-2108, Instrument No. 200261-8151, Instrument No. 2002-13680, Instrument No. 2002-2002 and Instrument No. 2002-4100 and also less and except all that portion lying Northeast of the railroad right of way. Less and except all that portion lying within Elvira Road right of way.



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Shelby Cnty Judge of Probate, AL
09/19/2005 08:17:55AM FILED/CERT

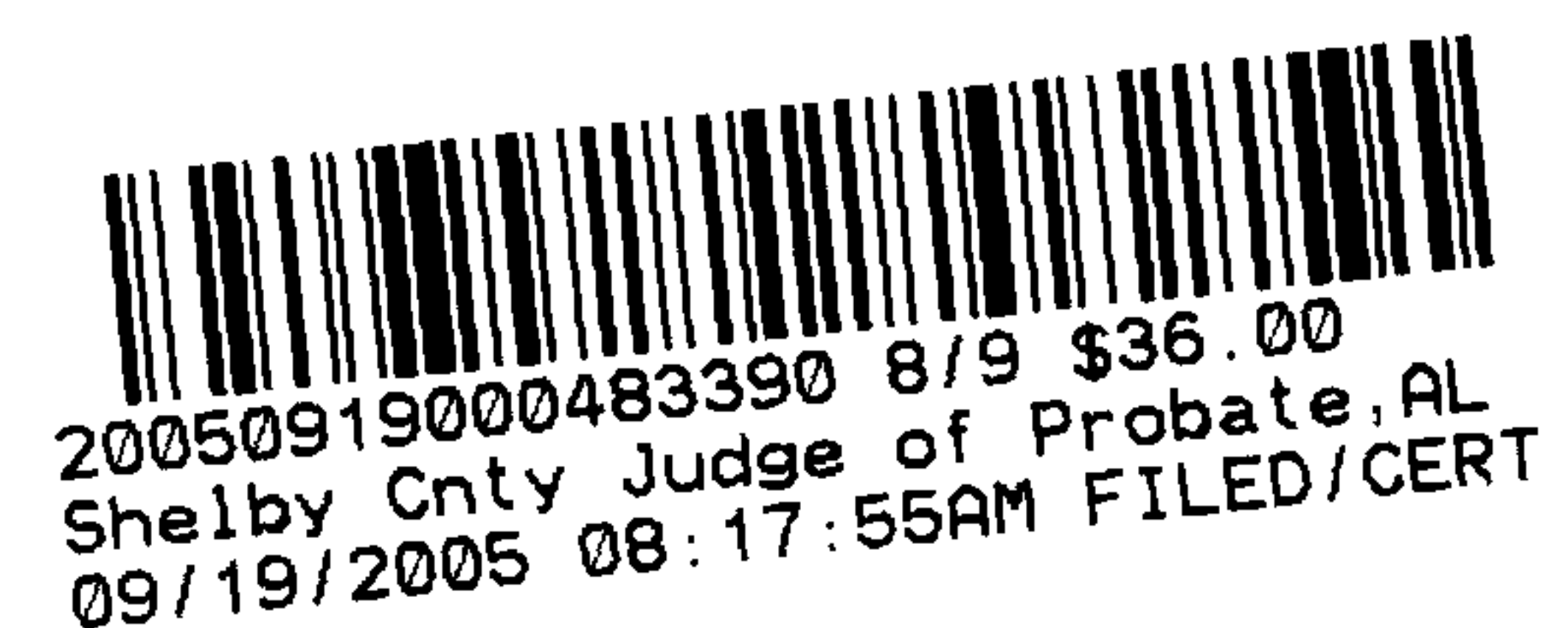
EXHIBIT B

PERMITTED ENCUMBRANCES

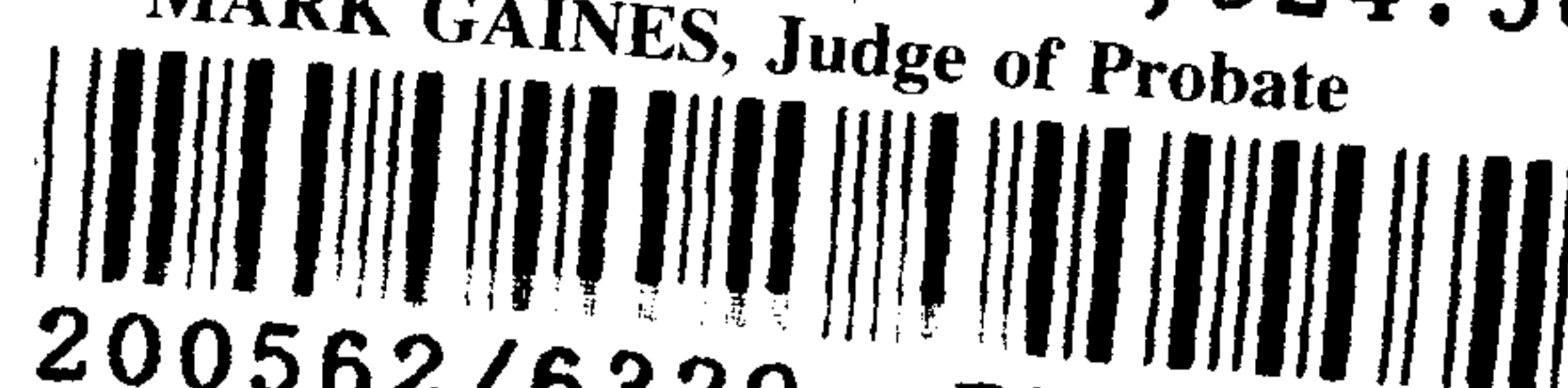
1. Property taxes owing on the Property that are not yet due and payable;
2. Government actions, including zoning restrictions and building and use restrictions, including variances;
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions recorded in the Probate office of Shelby County and the Probate office of Jefferson County (Bessemer Division) (other than judgments, mortgages, and other monetary liens);
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the land (including rights between the high and low tide lines); and
6. Oil and Gas rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715; Leased to Total Minatome Corporation as evidenced by Memo of Lease recorded in Real 370, page 923, with a 31% interest being further conveyed to Westport Oil and Gas Company, Inc. in Instrument #2001-20356. (Parcels I, III, IV and V)
7. Conveyance of a 75% interest in mineral rights except oil and gas rights conveyed to Western Pocahontas Properties Limited Partnership as recorded in Real 112, page 876 and corrected and refiled in Real 328, page 1.(Parcels I, III, IV and V)
8. Deferred interest agreement recorded in Real 247, page 599; amended by First Amendment to Deferred Interest Agreement as recorded in Real 247, page 636. Said deferred interest, together with an undivided 25% interest in the property conveyed in Real 112, page 876 as corrected in Real 328, page 1 being conveyed from CSX Transportation, Inc. to Western Pocahontas Properties Limited Partnership in Instrument #2002-22980. (Parcels I, III, IV and V)
9. Less and except that part of subject property located in the boundary of any roadway or easement. (Parcels I, III, IV and V)
10. Rights of others in and to the use of Wilborn Lake and the Cahaba River. (Parcels VI and V)
11. Railroad right of way as set forth in DT page 655 and Deed Book 11, page 344.(Parcels III and VI)
12. Railroad right of way as set forth in Deed Book 311, pages 297 and 301.(Parcels III and IV)
13. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGGS Land & Minerals, LTD., L.P. as recorded in Instrument #2004-14856 and #2004-14857.(Parcels II and IV)
14. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGGS Land & Minerals, LTD., L.P. as recorded in Instrument #2004-14862 and #2004-14863.(Parcel VI)


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Shelby Cnty Judge of Probate, AL
09/19/2005 08:17:55AM FILED/CERT

15. Conveyance of mineral interest (as that term is defined in the recorded document) from United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P. as recorded in Instrument #200404-5718. (Parcel VIII)
16. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGS Land & Minerals, LTD., L.P. as recorded in Instrument #2004-14864.(Parcel VI)
17. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGS Land & Minerals, LTD., L.P. as recorded in Instrument #200404-5719; #200404-5720; #200404-5721; and #200404-5722.(Parcel VIII)
18. Agreement to grant easements between United States Steel Corporation and RGGS Lands & Minerals, LTD., L.P. as recorded in Instrument #200404-5726.(Parcel VIII)
19. Cable right of way easement agreement between CSX Transportation and US Sprint Communications as recorded in Real 323, page 338.(Parcels IV and V)
20. Right of way to Alabama Power Company as recorded in Deed 239, page 539.(Parcel IV)
21. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #628 dated 9/10/1914 as amended by Bessemer Real Volume 1015, page 69.(Parcels IV, VI and VII)
22. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #2137 dated 8/6/1929 as amended by Bessemer Real Volume 1015, page 72.(Parcels IV, VI and VII)
23. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, page 75.(Parcels IV, VI and VII)
24. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002-4257 and in condemnation proceedings filed in Case No. 27-254 and Case No. 28-57. (Parcels IV, VI and VII)
25. Condemnation Case styled Alabama Power Company v. C.C. Wilborn et al in Probate Case No. 56719. (Parcel VII)
26. Right of way from USX Corporation to Alabama Power Company recorded in Instrument #200013-7924.(Parcel VII)
27. Sanitary Sewer pipeline from Auburn University Foundation to Jefferson County as recorded in Instrument #9962-1659.(Parcel VII)
28. Restrictions for Trace Crossings Business as recorded in Real Volume 646, page 515.(Parcel VIII)
29. Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Instrument #9863-911.(Parcel VIII)
30. Storm water drainage easement agreement between USX and City of Hoover as recorded in Instrument #9961-2379 and #9961-2380.(Parcel VIII)



31. Restrictions, conditions, and limitations, to include release of damages, as contained in that deed from United States Steel to The Auburn University Foundation, as trustee of the J.E. Wilborn Charitable Remainder Unitrust, as recorded in Shelby County Instrument #2002-4257.(Parcels II and VI)
32. Restrictions, conditions, and limitations, to include release of damages, as contained in that deed from USX Corporation to The Auburn University Foundation, as trustee of the J. E. Wilborn Charitable Remainder Unitrust, as recorded in Bessemer Instrument #9762-3604 and corrected in Instrument #9863-4186. (Parcel VIII)
33. Excluding and subject to all rights relating to the property lying within the boundaries including ownership within a Congressional Act/Grant railway and all regulations and limitations relating thereto including any crossings or other rights relating thereto.
34. Easement reserved in deed recorded in Instrument No. 9402-4111 and 200260-2612.
35. Right of way to Alabama Power Company recorded at Birmingham Volume 730, Page 383.
36. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Bessemer Volume 326, page 101.
37. 50 foot right of way to Alabama Power Company as shown at Map Book 28, Page 48.
38. 40 foot sanitary sewer line easement as shown at Map Book 28, Page 48.
39. All public utilities lying within the boundary of subject premises.
40. Subject to all matters which may affect subject premises as reflected by the survey of Carl Daniel Moore, dated February 2, 2004.
41. Right of way granted to Alabama Power Company recorded in Real Volume 26, Page 733, Bessemer Division.
42. Easements, rights of way and railroad tracts shown on exhibits to those certain deeds to United States Steel Corporation as recorded in Inst. No. 200261-5143, Inst. No. 200260-2108, Inst. No. 200261-8151, Inst. No. 2002-13680, Inst. No. 2002-2002 and Inst. No. 2002-4100.

State of Alabama - Jefferson County
 I certify this instrument filed on:
2005 AUG 16 04:10:58:94PM
 Recorded and \$
 and \$ **6,300.00** Mtg. Tax
 \$ **24.50** Deed Tax and Fee Amt.
 Total \$ **6,324.50**
 MARK GAINES, Judge of Probate

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 Shelby Cnty Judge of Probate, AL
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