

SEND TAX NOTICES TO (Parcel A):
TIMBERLAKE DEVELOPMENT, LLC
250 Yeager Parkway, Suite C
Pelham, Alabama, 35124

SEND TAX NOTICES TO (Parcel B):
S. Dale Wade

PROPERTY SWAP
WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

\$50,000
KNOW ALL MEN BY THESE PRESENTS, that in consideration of \$10.00 and the swap of property as described herein **S. Dale Wade** (herein referred to as "Wade") a ~~(22-60)~~ married man, hereby grants bargains, sells, and conveys unto **TIMBERLAKE DEVELOPMENT, LLC** (herein referred to as "Timberlake") the real estate described as Parcel "A" on Exhibit "A" attached hereto and situated in Shelby County, Alabama ("Parcel A"), and Timberlake hereby grants bargains, sells, and conveys unto Wade (herein referred to as "Timberlake") the real estate described as Parcel "B" on Exhibit "A" attached hereto and situated in Shelby County, Alabama ("Parcel B").

[This property does not constitute the homestead of either Wade or Timberlake nor of their spouses.]

TO HAVE AND TO HOLD Parcel A to Timberlake, its successors and assigns forever, and Parcel B to Wade, its successors and assigns forever.

AND Wade does for itself, and its, successors and assigns, covenant with said Timberlake, its successors and assigns, that Wade is lawfully seized in fee simple of Parcel A, that it is free from all encumbrances, unless otherwise noted on Exhibit "A", that Wade has good right to sell and convey the same as aforesaid, and that Wade will and its successors and assigns shall warrant and defend same to said Timberlake, its successors and assigns forever, against the lawful claims of all persons.

AND TIMBERLAKE does for itself and its successors and assigns, covenant with said Wade, its successors and assigns, that Timberlake is lawfully seized in fee simple of Parcel B, that it is free from all encumbrances, unless otherwise noted on Exhibit "A", that Timberlake has good right to sell and convey the same as aforesaid, and that Timberlake will and its successors and assigns shall warrant and defend same to said Wade, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Wade and Timberlake have signed and sealed this Deed on the ____ day of September, 2005.



20051108000581400 2/3 \$67.00
Shelby Cnty Judge of Probate, AL
11/08/2005 01:51:47PM FILED/CERT

S. Dale Wade

TIMBERLAKE DEVELOPMENT, LLC

BY:

Connor Farmer

(Its Member)

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that S. Dale Wade, 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of September, 2005.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 16, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITER
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 Connor Farmer, whose name as Member of TIMBERLAKE DEVELOPMENT, LLC, a 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 said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 28th day of September, 2005.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 16, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITER
My Commission Expires:

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

EXHIBIT "A"

PARCEL "A"

A parcel of land situated in the NW ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW Corner of Section 13, Township 20 south, Range 3 West; thence South 89 degrees 17 minutes 30 seconds East, a distance of 1,339.54 feet; thence South 00 degrees 11 minutes 48 seconds West, a distance of 218.06 feet to the POINT OF BEGINNING; thence South 53 degrees 45 minutes 50 seconds East a distance of 58.29 feet to the Westerly right of way line of U.S. Highway # 31 (200 feet Right of Way); thence South 26 degrees 43 minutes 00 seconds West along said right of way, a distance of 105.56 feet; thence North 00 degrees 11 minutes 48 seconds East and leaving said right of way a distance of 128.75 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

PARCEL "B"

A parcel of land situated in the NW ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW Corner of Section 13, Township 20 South, Range 3 West; thence South 89 degrees 17 minutes 30 seconds East along the North line of said ¼ section, a distance of 1,266.63 feet to the POINT OF BEGINNING; thence continue easterly along said line, a distance of 72.90 feet; thence South 00 degrees 11 minutes 48 seconds West, a distance of 218.06 feet; thence North 53 degrees 45 minutes 50 seconds West, a distance of 168.91 feet; thence North 28 degrees 17 minutes 04 seconds East a distance of 135.26 feet to the POINT OF BEGINNING.

SUBJECT TO: i) taxes and assessments for the year 2005, a lien but not yet payable; ii) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 223 page 80, Deed 102 page 397, Deed 127 page 597 and Deed 134 page 37 in the Probate Office; iii) Right(s) of Way(s) granted to Shelby County by instrument(s) recorded in Deed 102 page 17 and Deed 76 page 259 in the Probate Office; iv) Less and except any portion of land lying within US Highway 31 right of way; v) Less and except any portion of land lying within County Road No. 105; vi) transmission line permit granted to Alabama Power Company as set out in Deed Book 101, page 514 and Deed Book 170, page 264; and vii) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.