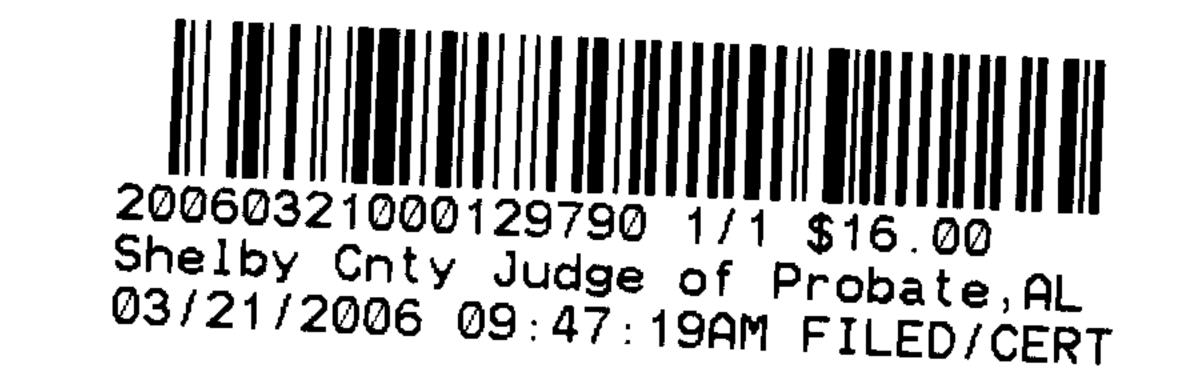
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CORRECTIVE WARRANTY DEED

STATE OF ALABAMA COUNTY OF SHELBY



KNOW ALL MEN BY THESE PRESENTS: That in consideration of TEN AND NO/100 (\$10.00) Dollars to the undersigned Grantor or Grantors, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, Jason E. Spinks, a married man (herein referred to as GRANTOR, whether one or more) does grant, bargain, sell and convey unto, S&M DEVELOPMENT, LLC, an Alabama limited liability company (herein referred to as GRANTEES), the following described real estate situated in Shelby County, Alabama, to-wit:

PARCEL I

A parcel of land located in the Southwest ¼ of the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the Northeast ¼ of said Section 2, said point being the point of beginning; thence South 00 degrees 45 minutes 48 seconds West, along the West line of said Northwest ¼ - Southeast ¼, a distance of 1226.85 feet; thence South 87 degrees 14 minutes 18 seconds East, a distance of 419.69 feet; thence North 01 degrees 00 minutes 26 seconds East, a distance of 359.83 feet; thence North 88 degrees 10 minutes 13 seconds West a distance of 126.40 feet; thence North 01 degrees 49 minutes 47 seconds East, a distance of 73.74 feet; thence North 88 degrees 10 minutes 13 seconds West a distance of 111.01 feet; thence North 00 degrees 48 minutes 58 seconds East, a distance of 165.59 feet; thence North 05 degrees 42 minutes 40 seconds East a distance of 114.93 feet; thence North 00 degrees 48 minutes 56 seconds East a distance of 513.59 feet; thence North 03 degrees 28 minutes 49 seconds East a distance of 128.74 feet to a point lying on the Southerly right of way line of Alabama Highway Number 25; thence North 86 degrees 14 minutes 03 seconds West along said right of way line a distance of 18.18 feet; thence North 86 degrees 14 minutes 03 seconds West along said right of way line a distance of 18.18 feet; thence North 86 degrees 14 Northeast ¼; thence South 00 degrees 45 minutes 48 seconds West, along said ¼ - ¼ line a distance of 111.13 feet to the point of beginning.

PARCEL II

A parcel of land located in the Southwest ¼ of the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 2, Township 24 North, Ragin at the Southwest south for the So

Begin at the Southwest corner of the Northeast ¼ of said Section 2; thence North 00 degrees 45 minutes 48 seconds East along the West line of said Southwest ¼ of Northeast ¼ a distance of 111.13 feet to its intersection with the Southerly right of way line of Alabama Highway Number 25; thence South 86 degrees 14 minutes 03 seconds East, along said right of way line a distance of 132.67 feet; thence North 04 degrees 06 minutes 20 seconds East along said right of way line, a distance of 68.16 feet to the point of beginning; thence continue along last described course a distance of 223.88 feet; thence leaving said right of way line, South 01 degrees 00 minutes 26 seconds West, a distance of 988.69 feet; thence North 88 degrees 10 minutes 13 seconds West a distance of 111.01 feet; thence North 00 degrees 48 minutes 56 seconds East, a distance of 165.59 feet; thence North 05 degrees 42 minutes 49 seconds East a distance of 114.93 feet; thence North 00 degrees 48 minutes 56 seconds East a distance of 513.59 feet; thence North 03 degrees 28 minutes 49 seconds East a distance of 128.74 feet to the point of beginning.

- (1) Subject to property taxes for the current year.
- (2) Subject to easements, restrictions, covenants and conditions, if any.
- (3) Subject to mineral and mining rights.
- (4) Subject to Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 188, Page 67; Deed Book 107. Page 304; Deed Book 276, Page 480 and Deed Book 181, Page 431.
- (5) Subject to Agreement with Alabama Power Company as set out in Book 35, Page 313.
- (6) Subject to Right(s) of Way to Shelby County, as recorded in Deed Book 146, Page 521 and Deed Book 76, Page 434.
- (7) Subject to any security interest which may be claimed or perfected under the Uniform Commercial Code as to any manufactured homes, mobile, or
- (8) The land as described herein does not include any manufactured homes, mobile homes, or mobile dwellings located thereon.
- (9) Subject to rights of tenants in possession.
- (10) Subject to terms and conditions of all outstanding leases, if any.

The subject property does not represent the homestead of the grantor or his spouse.

THIS CORRECTIVE WARRANTY DEED IS BEING FILED TO STATE THE MARITAL STATUS OF THE GRANTOR AND TO CORRECT THE LEGAL DESCRIPTIONS OF PARCELS 4 & 5 OF THAT CERTAIN WARRANTY DEED DATED AND FILED AUGUST 1, 2005 IN INSTRUMENT #2005-38773.

And the GRANTOR does for itself and for its successors and assigns covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned has placed its hand and seal, on March 13, 2006.

E. SPINKS

Shelby County, AL 03/21/2006

State of Alabama

Deed Tax: \$5.00

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Jason E. Spinks, a married man, whose name 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 said conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal on March 13, 2006.

Notary Public

My commission expires: 12-30-07