This Instrument Prepared By: James F. Burford, III Attorney at Law 1318 Alford Avenue Suite 101 Birmingham, Alabama 35226

Send Tax Notice To:

WARRANTY DEED

STATE OF ALABAMA SHELBY COUNTY

Shelby Cnty Judge of Probate, AL 03/22/2006 02:56:34PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, Thomas Land Company, L.L.C., herein referred to as Grantor, (whether one or more), grant, bargain, sell and convey unto Randall H. Goggans, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Described on Exhibit A attached hereto and incorporated by reference herein.

SUBJECT TO: (1) Taxes due in the year 2006 and thereafter; (2) Easements, restrictions, and rights-of-way of record; (3) Mineral and mining rights not owned by the Grantor; (4) The fact that the property is under a current use assessment.

\$879,000.00 of the consideration recited herein was derived from a mortgage loan closed simultaneously with the delivery of this Deed.

The undersigned, Herbert H. Thomas, M.D. represents and warrants that this deed has been executed as required by the Articles of Organization and Operating Agreement of the Grantor and that the same have not been altered or amended and further, the undersigned has full power and authority to execute this deed and bind the Grantor.

Grantor represents and warrants that there are no municipal assessments due the City of Westover or any other governmental or quasi governmental entity.

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

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, their successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this the 17th day of March, 2006.

Thomas Land Company, L.L.C.

Its: President/Authorized Manager

STATE OF ALABAMA JEFFERSON COUNTY

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Herbert H. Thomas, M.D. as President/Authorized Manager of Thomas Land Company, L.L.C., 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, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 17th day of March, 2006.

Notary Public

My Commission Expires: 3 - 1 - 2010

20060322000135470 2/3 \$238.00 Shelby Cnty Judge of Probate, AL 03/22/2006 02:56:34PM FILED/CERT

Parcel 1

East 1/2 of Southeast 1/4 of Section 13, Township 19, Range 9 East and the West 1/2 of the Southwest 1/4 of Section 18. Township 19, Range 2 East, in Shelby County, Alabama.

Together with the right to the use of a non-exclusive easement to be used for road purposes only as more particularly described in the easement agreement from Hammermill Paper Company to Legrand H. Amberson and particularly described in the easement agreement from Hammermill Paper Company to Legrand H. Amberson and Frances Y. Amberson dated to-wit, July 21, 1966 and filed in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama, AND RECORDED AS SET OUT BELOW.*

Less and except any portion of the land set out in the deed recorded as Inst. No. 1999—44903 in the Probate Office being further described as follows:

A part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 19 South, Range 2 East being more particularly described as follows:

Commence at the Northeast corner of said 1/4-1/4 section thence South along the East line 420 feet to the point of beginning, thence run westerly along the South boundary of a tract conveyed to William Cunningham 122 feet to a point on the Southwest comer of said Cunningham tract, thence North along West line of the Cunningham tract 420 feet more or less to a point on the North boundary of said 1/4-1/4 section line, thence West along North line 88 feet thence left and run South parallel with the East line of said 1/4-1/4 section a distance of North line 88 feet thence left and run East 400 feet more or less to a point on the East line of said 1/4-1/4 section, thence left and run North along said East line 157 feet more or less to the point of beginning in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Also Less and Except:
A part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 19 South, Range 2 East and being more particularly described as follows:
Begin at the Northeast corner of the said 1/4-1/4 section fro the point of beginning; thence run Southerly 420 feet along the 1/4-1/4 section line to a point; thence run Westerly 312 feet to a point; thence Northerly 420 feet, more or less to the North boundary line of 1/4-1/4 section; thence Easterly 312 feet, more or less, to the feet, more or less to the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 2
The West 1/2 of the Southeast 1/4 of Section 13, Township 19 South, Range 1 East in the probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 3
The West 50 feet of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 19 South, Range 1 East, situated in Shelby County, Alabama, and that part at the West 100. feet of the Southwest 1/4 of the Northeast situated in Shelby County, Alabama, and that part at the West 100 feet of the Southwest 1/4 of the Northeast situated in Shelby County, Alabama, and that part at the West 100 feet of the Southwest 1/4 of the Northeast situated in Shelby County, Alabama, and that part at the West 100 feet of the Southwest 1/4 of the Northeast situated in Shelby County, Alabama; being situated in Shelby County, Alabama, situated in said County, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

*Deed Book 245, Page 10, amended by Deed Book 290, Page 390, Deed Book 245, Page 15 and Instrument Number 1997-258, as corrected in Instrument Number 1999-35842, all in the Probate Office of Shelby County, Alabama. Grantor represents and warrants that said easement has been in continuous and open use since July 21, 1966, the same has never been abandoned and the use has not been disputed. This easement is subject to the rights of others to use the same.

This conveyance is also together with "NON-EXCLUSIVE RIGHT OF WAY" the original of which is attached hereto as Exhibit B. This easement is subject to the rights of others to use the same. Grantor represents and warrants that said easement has been in continuous and open use since December 6, 1966, the same has never been abandoned and the use has not been disputed.

NON-EXCLUSIVE RIGHT OF WAY

20060322000135470 3/3 \$238.00 Shelby Cnty Judge of Probate, AL 03/22/2006 02:56:34PM FILED/CERT

EXITBIT

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT: For the consideration of the sum of One Dollar (\$1.00) cash in hand paid by Herbert H. Thomas, the receipt whereof is hereby acknowledged, the undersigned, Legrand H. Amberson and wife, Frances Y. Amberson hereinafter called grantor, does hereby grant, bargain, sell and convey unto Herbert H. Thomas, his heirs, successors or assigns, hereinafter called grantees, a non-exclusive right to the use of the existing road which lies in the SE ½ of the SW ¼ of section 18 Township 19 S Range 2 East, which is owned by the aforementioned grantors, and being the main access to the aforementioned grantees property, entering said property approximately 1,000 feet from the SE corner of said property, all of which is situated in Shelby County, Alabama. Grantees to have a non-exclusive use of said road for means of ingress and egress only. Grantor shall assume no liability of said road nor shall the grantor have any responsibility to the grantees for the maintenance and upkeep of said road. Grantor reserves all its rights to said road and in the event that the grantees, their heirs, successors or assigns, should abandon the use of said road then their rights shall revert to

Frances Y. Amberson

Legrand H. Amberson

the grantor.

Shelby County, AL 03/22/2006

State of Alabama

Deed Tax: \$221.00

Sworn to and subscribed before me this 6th day of December, 1966.

Notary Public