

This instrument was prepared by:

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Moses & Moses, P.C.

3500 Blue Lake Drive, Suite 495

Birmingham, AL 35243

(205) 967-0901

Send tax notice to:

Daniels Real Estate, LLC

1621 Panorama Drive

Birmingham, Alabama 35216


20060504000210540 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
05/04/2006 02:46:43PM FILED/CERT

GENERAL WARRANTY DEED

STATE OF ALABAMA)

: KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That for and in consideration of the sum of Five Hundred Fifteen Thousand and No/100 Dollars (\$515,000.00) and other good and valuable consideration in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned **PAULA T. LYNCH** and husband, **JAMES J. LYNCH** (collectively the "Grantors"), hereby grant, bargain, sell and convey to **DANIELS REAL ESTATE, LLC**, an Alabama limited liability company ("Grantee"), all of the Grantors' right, title, interest and claim in or to the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit "A" for legal description.

This property is not the homestead of Grantors.

The purchase price recited above was paid from a purchase money mortgage executed simultaneously herewith.

This property is conveyed subject to the exceptions set forth on Exhibit "B."

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

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

(Signatures and notaries on following page)

IN WITNESS WHEREOF, Grantors have hereto set their signatures and seal this 27th day of April, 2006.

GRANTORS:



PAULA T. LYNCH

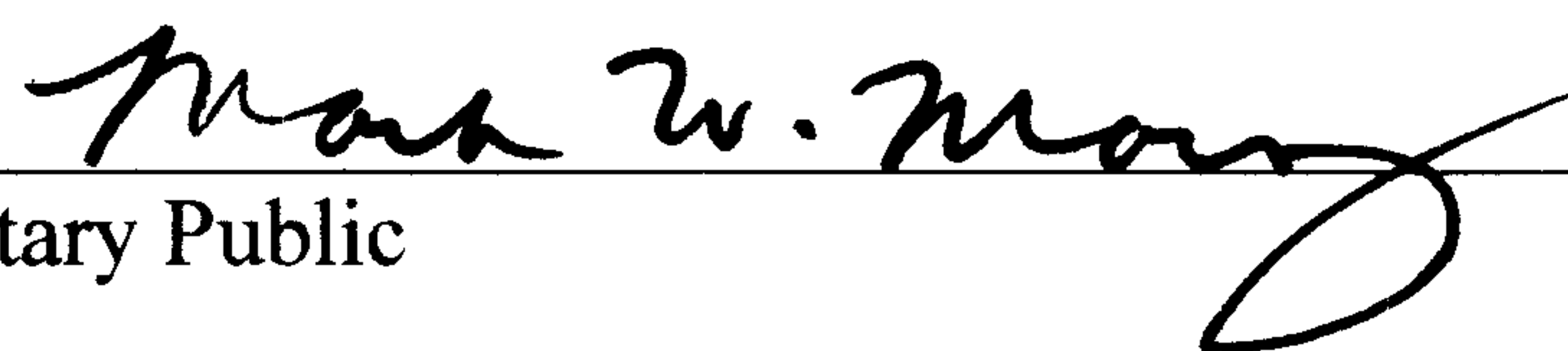


JAMES J. LYNCH

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that PAULA T. LYNCH, 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 such conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 27th day of April, 2006.



Notary Public

[SEAL]

My commission expires: 1-6-2010

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES J. LYNCH, 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 such conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 27th day of April, 2006.



Notary Public

[SEAL]

My commission expires: 1-6-2010

EXHIBIT "A"
TO WARRANTY DEED FROM PAULA T. LYNCH AND JAMES J. LYNCH
TO
DANIELS REAL ESTATE, LLC

SEE ATTACHED LEGAL DESCRIPTION


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Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE SCHEDULE A – PARAGRAPH 4 (continued)

LEGAL DESCRIPTION

A part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 36, Township 19, Range 3 West being more particularly described as follows:

Beginning at the NE Corner of the NE Quarter of the NE Quarter of Section 36, Township 19, Range 3 West, and run South along the East line of said Section 984.0 feet to the point of beginning; thence continue South along the East line of said Section 216.0 feet to the East right-of-way line of Birmingham-Montgomery Highway; thence Northwest along the East right-of-way line of said Highway 265.0 feet; thence in an Easterly direction 240.0 feet to the point of beginning and situated in the NE Quarter of the NE Quarter of Section 36, Township 19, Range 3 West, except minerals and mining rights.



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This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached.

Commitment No. 114610
Schedule A-Paragraph 4 – Continued

EXHIBIT "B"
TO WARRANTY DEED FROM PAULA T. LYNCH AND JAMES J. LYNCH
TO
DANIELS REAL ESTATE, LLC

SEE ATTACHED EXCEPTIONS


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COMMITMENT FOR TITLE INSURANCE SCHEDULE B — SECTION 2 EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
3. **Taxes for the year 2006 and subsequent years.**
4. **Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.**
5. **Right-of-way granted to Alabama Power Company recorded in Deed Book 251, Page 512.**
6. **Title to that portion of the property within any road right-of-ways.**
7. **Right-of-way granted to Shelby County recorded in Deed Book 153, Page 183..**

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.



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