

THIS INSTRUMENT PREPARED BY:

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Post Office Box 830612  
Birmingham, Alabama 35283-0612  
(TEL) 205/716-5200

SEND TAX NOTICES TO:

Triad Properties, LLC  
Post Office Box 1667  
Pelham, Alabama 35124

STATE OF ALABAMA )

:

SHELBY COUNTY )

## WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of TEN AND NO/100--Dollars (\$10.00) and other good and valuable consideration to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the undersigned **BARBARA K. HARRISON (being one and the same as Barbara K. Booth), JOHN CHARLES BAILEY AND JO LYNN FOSTER, as Devisees of the Last Will and Testament of Margaret S. King, Deceased, as recorded in the probate office of Shelby County, Alabama as Probate # 42-272, and the Estate of Margaret S. King, Deceased,** (herein referred to as "GRANTORS"), do hereby GRANT, BARGAIN, SELL and CONVEY unto **TRIAD PROPERTIES, LLC**, an Alabama limited liability company (herein referred to as "GRANTEE"), that certain real estate situated in Shelby County, Alabama, and described on Exhibit A, attached hereto and made a part hereof for all purposes, together with all and singular the improvements thereon, and the appurtenances and rights thereunto belonging or in any way appertaining thereto, including, but not limited to, all rights of drainage from such property, and all easements, licenses, benefits and rights-of-way appurtenant to such property (collectively, the real property and improvements thereon are hereinafter referred to as the "Property").

This conveyance is made and accepted expressly subject to the matters listed on Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions"), but only to the extent actually affecting the Property (the reference to the Permitted Exceptions is not to be deemed to reimpose the same).

The total consideration for this conveyance is Twenty-Seven Thousand and No/100-Dollars (\$27,000.00), Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) of which was paid from the proceeds of that certain mortgage loan closed simultaneously herewith made by GRANTORS, as lenders and mortgagees, to GRANTEE, as borrower and mortgagor.

**TO HAVE AND TO HOLD** the Property unto the said GRANTEE, and its successors and assigns, in fee simple, **FOREVER**.

**AND** the GRANTORS do for themselves, and for their heirs and assigns, covenant with the said GRANTEE, and its successors and assigns, that GRANTORS are lawfully seized in fee simple of the Property; that the Property is free from all encumbrances, unless otherwise set forth in the Permitted Exceptions; that GRANTORS have a good right to sell and convey the Property; and that GRANTORS 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.

The Property constitutes no part of the homestead of GRANTORS, nor of any spouse of any of the GRANTORS, nor is the Property contiguous to any property which constitutes the homestead of GRANTORS or any spouse of any of the GRANTORS.

**IN WITNESS WHEREOF**, GRANTORS have caused these presents to be executed on this, the 6<sup>th</sup> day of November, 2006.

***[remainder of page intentionally left blank; signatures begin on next page]***



Barbara K. Harrison

Barbara K. Harrison, being one and the same  
as Barbara K. Booth

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County, in said State, hereby  
certify that **BARBARA K. HARRISON (being one and the same as Barbara K.  
Booth)**, 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 said  
instrument, she executed the same voluntarily on the day the same bears date.

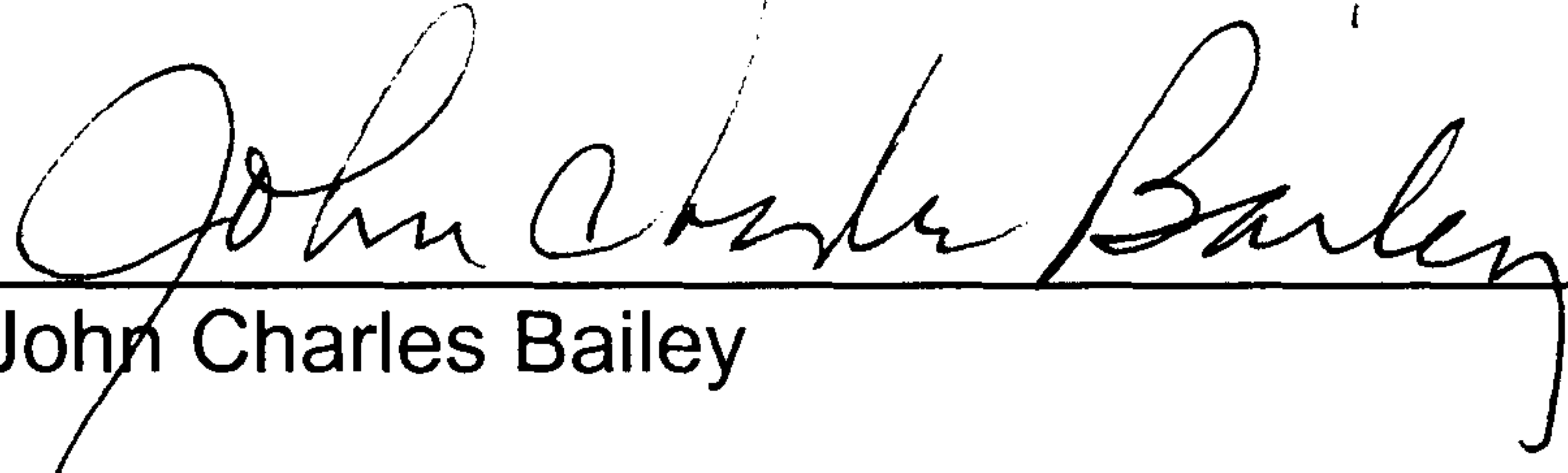
**GIVEN** under my hand and official seal this the 6 day of November, 2006.

[SEAL]

Ry Ky  
NOTARY PUBLIC

My Commission Expires: My Commission Expires September 7, 2010

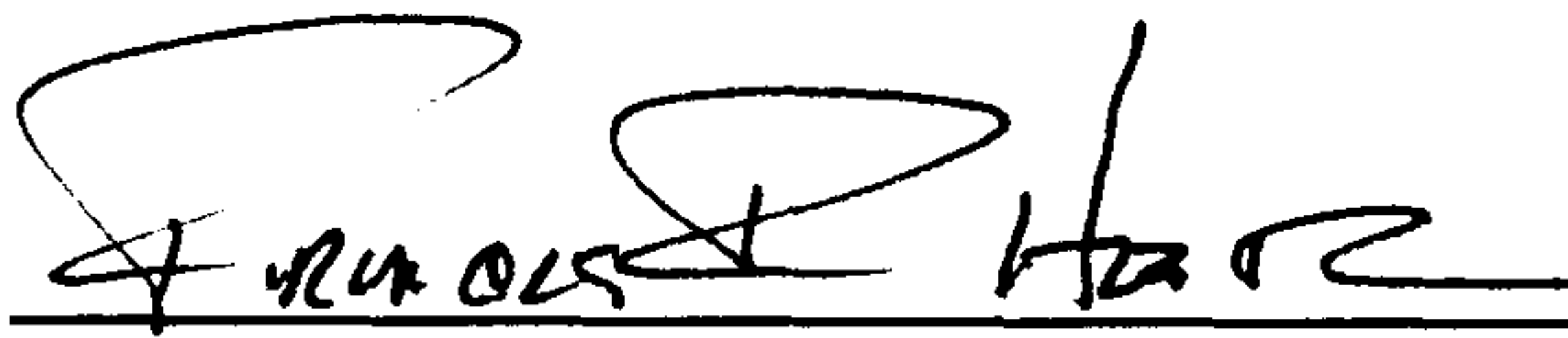
**[remainder of page intentionally left blank; signatures continued on next page]**

  
John Charles Bailey

STATE OF ALABAMA     )  
                                 :  
SHELBY COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JOHN CHARLES BAILEY**, 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 said instrument, he executed the same voluntarily on the day the same bears date.

**GIVEN** under my hand and official seal this the 6 day of November, 2006.

  
NOTARY PUBLIC

[SEAL]

My Commission Expires: 5-7-07

*[remainder of page intentionally left blank; signatures continued on next page]*



20061113000553880 5/7 \$45.50  
Shelby Cnty Judge of Probate, AL  
11/13/2006 09:39:30AM FILED/CERT

Jo Lynn Foster  
JoLynn Foster

STATE OF ALABAMA     )  
                                 :  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JO LYNN FOSTER**, 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 said instrument, she executed the same voluntarily on the day the same bears date.

**GIVEN** under my hand and official seal this the 6 day of November, 2006.

[SEAL]

Ryly  
NOTARY PUBLIC

My Commission Expires: My Commission Expires September 7, 2010



## EXHIBIT A

### (Description of Property)

A parcel of land situated in the Southeast quarter of the Northeast quarter of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 1 – ½ inch open pipe marking the accepted location of the Southeast corner of the Southeast quarter of the Northeast quarter of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Northerly direction along the East line of said section for 286.49 feet to a point; thence turn an interior angle of 102 degrees 19 minutes 34 seconds and run to the left in a Northwesterly direction for 286.98 feet; thence turn an interior angle of 179 degrees 36 minutes 25 seconds to the chord of a spiral curve to the left and run to the left in a Northwesterly direction along the arc of said spiral curve for 94.73 feet; thence turn an interior angle of 81 degrees 09 minutes 35 seconds from the chord of said spiral curve and run to the left in a Southerly direction for 186.01 feet to an existing 5/8 inch rebar; thence turn an interior angle of 176 degrees 21 minutes 30 seconds and run to the left in a Southerly direction for 176.22 feet to an existing 5/8 inch rebar on the South line of the Southeast quarter of the Northeast quarter of said Section 15; thence turn an interior angle of 91 degrees 21 minutes 33 seconds and run to the left in an Easterly direction along said South line for 381.43 feet to the point of beginning.

Situated in Shelby County, Alabama.



20061113000553880 7/7 \$45.50  
Shelby Cnty Judge of Probate, AL  
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## EXHIBIT B

### (Permitted Exceptions)

Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.

General and special taxes or assessments for 2007 and subsequent years not yet due and payable.

Easement to Colonial Pipe Line as recorded in Deed Book 318, Page 681.