

THIS INSTRUMENT WAS PREPARED BY:

Charles L. Denaburg, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

**To be recorded contemporaneously
with the Mortgage recorded at Book
LR200619 Pg. 14423 in Jefferson
County, Alabama**

SEND TAX NOTICE TO:

Charles K. McPherson, Jr.
2340 Woodcrest Place, Suite 175
Birmingham, Alabama 35209

SPECIAL WARRANTY DEED

THE STATE OF ALABAMA
COUNTY OF SHELBY


20061201000585150 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/01/2006 04:21:34PM FILED/CERT

KNOW ALL PERSONS BY THESE PRESENTS:

The Grantor hereunder has recently acquired the parcel of real estate located in Shelby County, Alabama, as described in the attached **Exhibit A**. The purchase of said property was financed by a purchase money mortgage on the parcel described herein. Grantor desires to transfer for Ten Dollars and other good and valuable consideration, all of its rights, title and interest in and to said properties, subject to the assumptions and conditions herein set out.

Now, therefore, for good and valuable consideration and the assumption of the obligations as hereinafter set out, the undersigned THE McPHERSON COMPANIES, INC. ("Grantor") does hereby grant, bargain, sell and convey unto CHARLES KENNETH McPHERSON, JR. ("Grantee") all of its rights, title and interest in and to the parcel of real estate described in the attached **Exhibit A**.

As part of the consideration hereunder, the Grantee does hereby assume and agree to be bound by and to perform all the obligations assumed by Grantor in that certain Deed from Motiva Enterprises, LLC to Grantor, as recorded in Instrument #2006-655890, filed December 20, 2005.

Grantee specifically accepts the exceptions in said Deed, and assumes the obligations set out in said Deed insofar as they relate to the restrictions placed upon said property, pursuant to the brand covenant conditions of said Deed.

Grantee does hereby assume and agree to pay and indemnify Grantor from any and all mortgage indebtedness and liens on said property due to Compass Bank, which financed the purchase of said property from Motiva Enterprises, LLC.

The property is conveyed less and except all rights, title and interest in and to any oil, gas and other minerals, and the rights to receive any royalties for payments thereof.

SUBJECT TO:

1. All rights pursuant to any access agreement entered into between the Grantor and Motiva Enterprises, LLC.
2. Encroachments, protrusions, easements, changes in street lines, right-of-ways, and other matters.
3. Recorded leases, agreements, easements, right-of-ways, covenants, conditions, restrictions as they may be presently in force and effect; zoning regulations, ordinances, building restrictions, regulations or any violations thereof.
4. The lien for real property taxes for the current year, and any liens for special assessments, which as of the date hereof may not be due and payable.
5. All rights of parties in possession pursuant to leases or otherwise.

TO HAVE AND TO HOLD to the said Grantee, his heirs and assigns, forever.

GRANTOR makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the GRANTOR has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the GRANTOR, EXCEPT for the liens granted to Compass Bank pursuant to mortgages given at the time of the acquisition of said property.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed by its duly authorized officer on this 28 day of November, 2006.

THE McPHERSON COMPANIES, INC.

Charles K. McPherson, Jr.

By Charles K. McPherson
Its President

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles K. McPherson, Jr., whose name as President of THE McPHERSON COMPANIES, INC., a Delaware corporation, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28 day of November, 2006.

Karen S. Kowicz

NOTARY PUBLIC

My Commission Expires: 5-19-07



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EXHIBIT A

DESCRIPTION OF PROPERTY 5400 Highway 280, Birmingham, Alabama

ALL that tract or parcel of land and premises, situate, lying and being in the City of Birmingham in the County of Shelby and State of Alabama, more particularly described as follows:

For the point of beginning begin at Station 183 + 77 (6"x6" conc. R.O.W. marker set by ASHD-1971 - Project - F - 214 (15)) on the South Right of Way line of U.S. Highway #280; thence proceed Southwesterly along said South Right of Way line and along the arc of a curve to the right, said curve having a radius of 2428.81 feet and a central angle of 5 degrees 10 minutes 00 seconds and a chord bearing of South 74 degrees 26 minutes 05 seconds East, for a distance of 219.02 feet to point; thence turn an angle to the right of 90 degrees 52 minutes 05 seconds to the chord of last said curve and proceed South 16 degrees 26 minutes 00 seconds West for a distance of 175.0 feet to a point, thence turn an angle of 86 degrees 02 minutes 41 seconds to the right and proceed North 77 degrees 31 minutes 19 seconds West for a distance of 313.74 feet to a point on the East Right of Way line of Alabama State Highway #119; thence turn an angle of 97 degrees 00 minutes 19 seconds to the right and proceed North 19 degrees 29 minutes 00 seconds East along the said East Right of Way line of the said, Alabama State Highway #119 for a distance of 85.0 feet to a point on the flare of U.S. Highway 280 (Project F-214(15)); thence turn an angle of (deed: 36 degrees 30 minutes 30 seconds) calc. 36 degrees 29 minutes 59 seconds to the right and proceed North 55 degrees 58 minutes 59 seconds East diagonally along the said U. S. Highway 280 flare for a distance of (deed: 140.55 feet) calc. 140.64 feet to the point of beginning. Being a part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

ALSO:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said Section a distance of 209.91 feet; thence deflect 67° 03' 57" and run to the left in a Northeasterly direction 1049.98 feet to the Southwest corner of a tract owned by Texaco, Inc.; thence deflect 81° 46' 32" and run to the right in a Southeasterly direction along the South line of said Texaco tract 314.30 feet to the Point of Beginning of the herein described parcel; thence deflect 85° 07' 21" and run to the left in a Northeasterly direction along the East line of said Texaco tract 174.9 feet more or less to the Southerly right of way of U.S. Highway 280; thence turn an interior angle of 88° 24' 12" to the tangent of a curve to the right having a central angle of 00° 19' 00" and a radius of 2716.19 feet and run along the arc of said curve in a Southeasterly direction and along said right of way 15.01 feet; thence turn an interior angle of 91° 54' 48" from the tangent of last described curve and run to the right in a Southwesterly direction 173.18 feet; thence turn an interior angle of 94° 52' 39" and run to the right in a Northwesterly direction 15.05 feet to the point of beginning, containing 2,611 square feet, more or less.


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