

PREPARED BY:

SEND TAX NOTICE TO:

TRUSSELL & FUNDERBURG
1916 First Avenue, North
Pell City, Alabama 35125

Joseph Cobb
435 Darby Road
Vincent, Alabama 35173

=====

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Sixty Thousand and no/100 Dollars (\$260,000.00), to the undersigned grantor, METRO BANK, a corporation, (hereinafter referred to as Grantor), in hand paid by JOSEPH COBB, (hereinafter referred to as Grantee), the receipt of which is hereby acknowledged, the said Grantor, does by these presents, grant, bargain, sell and convey unto the said Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel in the Northwest Quarter of the Southwest Quarter of Section 23, Township 19 South, Range 2 East in Shelby County, Alabama and being more particularly described as follows: Commence at an existing 2 inch pipe at the Northeast corner of said quarter-quarter section, said point being the Point of Beginning; thence run South 00 degrees 36 minutes 15 seconds east along the east line of said quarter-quarter section for 1319.79 feet to a 5/8 inch rebar set at the Southeast corner of said quarter-quarter section; thence north 87 degrees 37 minutes 25 seconds west along the south line of said quarter-quarter section for 1285.54 feet to a 5/8 inch rebar set at the Southwest corner of said quarter-quarter section; thence north 00 degrees 58 minutes 40 seconds east along the west line of said quarter-quarter section for 304.34 feet to a 5/8 inch rebar set; thence south 86 degrees 26 minutes 15 seconds east for 271.09 feet to an existing 1/2 inch rebar; thence north 05 degrees 05 minutes 45 seconds east for 153.38 feet to an existing 1/2 inch rebar; thence north 37 degrees 44 minutes 15 seconds east for 286.42 feet to an existing 1/2 inch rebar; thence north 37 degrees 46 minutes 15 seconds east for 776.90 feet to an existing 1/2 inch rebar on the north line of said quarter-quarter section; thence south 87 degrees 29 minutes 50 seconds east along said north line for 330./29 feet to the Point of Beginning.

ALSO, An ingress/egress easement in the Northwest Quarter of the Southwest Quarter and in the Northeast Quarter of the Southwest Quarter of Section 23, Township 19 South, Range 2 East in Shelby County, Alabama and being more particularly described as follows: Commence at an existing 2 inch pipe at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said section and run north 87 degrees 29 minutes 50 seconds west along the north line of said quarter-quarter section for 312.00 feet to a point in the centerline of an existing chert drive and the Point of Beginning of said easement lying 15 feet left and 15 feet right of the following described centerline; thence north 68 degrees 20 minutes 00 seconds east for 51.02 feet; thence north 85 degrees 47 minutes 00 seconds east for 69.89 feet; thence south 87 degrees 52 minutes 30 seconds east for 147.46 feet; thence 78

degrees 42 minutes 30 seconds east for 92.40 feet; thence south 75 degrees 26 minutes 55 seconds east for 139.01 feet; thence south 88 degrees 42 minutes 25 seconds east for 38.65 feet; thence north 85 degrees 02 minutes 40 seconds east for 99.99 feet; thence north 89 degrees 05 minutes 35 seconds east 107.08 feet; thence south 85 degrees 17 minutes 20 seconds east for 203.00 feet; thence north 85 degrees 20 minutes 55 seconds east for 46.54 feet; thence north 78 degrees 03 minutes 35 seconds east for 88.57 feet; thence north 70 degrees 13 minutes 55 seconds east along said centerline to the westerly right of way of Shelby County Road #85 and end of said easement.

According to the survey of Derrol D. Luker, dated December 4, 2006.

Subject to:

1. Ad valorem taxes due and payable October 1, 2007, and each subsequent year.
2. Mineral and mining rights not owned by the Grantor herein.
3. Easements, rights of way, deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, etc. which would be disclosed by a true and accurate survey of the property conveyed herein.
4. Transmission line as shown on survey of Derrol D. Luker, dated December 4, 2006.
5. Rights of others in and to the use of the easement and chert drive as shown on survey of Derrol D. Luker, dated December 4, 2006.

The full consideration recited herein is paid by purchase money mortgage from Grantee herein to First Educators Credit Union, executed simultaneously and dated of even date herewith.

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

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

IN WITNESS WHEREOF, the said Metro Bank by its Executive Vice-President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 10th day of August, 2007.

Metro Bank, a corporation

BY:

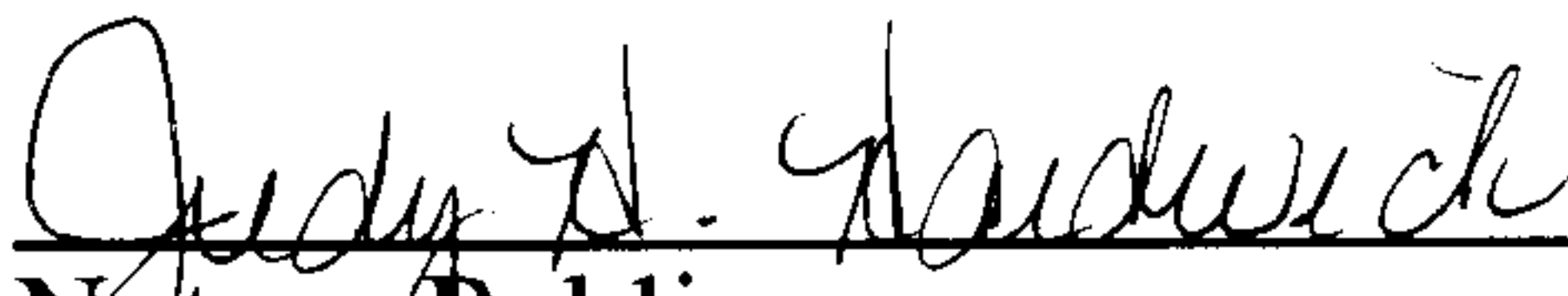

Its Executive Vice-President

STATE OF ALABAMA


ST. CLAIR COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Richard Knight, whose name as Executive Vice-President, of Metro Bank, a 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 the 10th day of August, 2007.



Notary Public


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Shelby Cnty Judge of Probate, AL
08/15/2007 01:08:37PM FILED/CERT