

This instrument was prepared by:
Stuart J. Garner, LLC
2012 Lancaster Road
Homewood, AL 35209

Send Tax Notice To: Chlesea Office Retail
1000 Powder Plant Road
Bessemer, AL 35022

Corporation Form Warranty Deed

20071207000556420 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
12/07/2007 03:26:36PM FILED/CERT

STATE OF ALABAMA

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KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY

That in consideration of Twenty Five Thousand dollars and Zero cents (\$25,000.00) to the undersigned grantor, Farmer Development, LLC, an Alabama Limited Liability Company and Shirley Brothers Excavating, Inc. an Alabama corporation (herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Chelsea Office Retail, LLC, An Alabama Limited Liability Company (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

PARCEL II:

A parcel of land being situated in the South ¼ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest ¼ of the Southeast ¼ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama; thence North 87 degrees 49' 35" East a distance of 658.47 feet; thence South 02 degrees 10' 25" East a distance of 297.50 feet; thence South 42 degrees 46' 37" East a distance of 64.63 feet; thence South 47 degrees 13' 23" West a distance of 65.00 feet; thence South 42 degrees 46' 37" East a distance of 80.00 feet; thence North 47 degrees 13' 23" East a distance of 65.00 feet; thence South 42 degrees 46' 37" East a distance of 177.00 feet to the centerline of North Fork Yellow Leaf Creek; thence South 66 degrees 13' 03" West along said centerline a distance of 125.39 feet; thence South 58 degrees 29' 37" West along said centerline a distance of 64.88 feet; thence South 23 degrees 02' 00" West along said centerline a distance of 167.61 feet; thence South 38 degrees 41' 22" West along said centerline a distance of 319.04 feet; thence South 87 degrees 32' 42" West along said centerline a distance of 116.40 feet; thence South 32 degrees 50' 24" West along said centerline a distance of 136.01 feet; thence South 62 degrees 41' 25" West along said centerline a distance of 132.48 feet to the point of beginning; thence South 38 degrees 40' 17" West along said centerline a distance of 184.44 feet; thence South 87 degrees 57' 34" West and leaving said centerline a distance of 314.97 feet to the Easterly right-of-way of Shelby County Highway 47; thence North 14 degrees 56' 41" West along said right-of-way a distance of 27.66 feet; thence North 67 degrees 54' 15" East and leaving said right-of-way a distance of 269.46 feet; thence North 38 degrees 17' 28" East a distance of 116.46 feet; thence South 60 degrees 48' 12" East a distance of 132.16 feet to the point of beginning.

SUBJECT TO:

1. Ad Valorem taxes for the year 2008, which are a lien not yet due and payable.
2. Restrictions, conditions, covenants, and declarations in Inst. #1996/11736.
3. Rights of interested parties under outstanding leases.
4. Right of way to Alabama Power Company in Deed Book 141, Page 198 and Deed Book 102, Page 931.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 13, Page 180; Deed Book 324, Page 556; Deed book 113, Page 218; Deed Book 336, Page 4; and Deed Book 330, Page 621.
6. Grading and drainage easement in Inst. #1998/40007.
7. Right(s) of way to Shelby County, in Deed Book 135, Page 121.
8. Easement to the City of Chelsea in Inst. #20060427000200190.
9. Riparian and other rights created by the fact that the subject property fronts on North Fork Yellow Leaf Creek.
10. 50 foot permanent easement and 15 foot ingress/egress easement in Inst. #20070212000064850.

All of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their 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, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS by their Member and Vice President respectively, who are authorized to execute this conveyance, hereto set its signature and seal, this the 30th day of November, 2007.

Farmer Development, LLC

By: Connor Farmer, Member

Shirley Brothers Excavating, Inc.

By:

Allen C. Shirley, Vice President


STATE OF ALABAMA

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COUNTY OF JEFFERSON

I, Stuart J. Garner, a Notary Public in and for the said County, in said State, hereby certify that Connor Farmer whose name as Member of Farmer Development, LLC, an Alabama Limited Liability Company and Allen C. Shirley whose name as Vice President of Shirley Brothers Excavating, Inc., an Alabama Corporation, is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said entities.

Given under my hand and official seal, this the 30th day of November, 2007.


Stuart J. Garner, Notary Public

