

THIS CORRECTIVE DEED IS BEING FILED TO CORRECT THAT CERTAIN STATUTORY WARRANTY DEED DATED JULY 15, 1997, AND FILED OF RECORD ON JULY 17, 1997, IN INST. #1997-22485 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, WHICH CONTAINED AN ERROR IN THE LEGAL DESCRIPTION OF ONE OF THE PARCELS CONVEYED BY SAID DEED.

THIS CORRECTIVE DEED IS NOT INTENDED TO MAKE ANY CHANGES TO THE ORIGINAL DEED DESCRIBED ABOVE OTHER THAN AS SPECIFICALLY SET FORTH HEREIN.

This instrument prepared by:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35255

Send Tax Notice to:
Coosa Oil Company, L.L.C.
2511 28th Street, S.W.
Birmingham, Alabama 35211

STATE OF ALABAMA)
)
SHELBY COUNTY)

**CORRECTIVE
STATUTORY WARRANTY DEED**

1st THIS IS A CORRECTIVE STATUTORY WARRANTY DEED executed and delivered this day of MAY, 2008, but effective as of the 15th day of July, 1997, by **JOE L. TIDMORE**, a married man, **CHARLES O. TIDMORE**, a married man, **BRENDA B. TIDMORE**, a married woman, and **JOYCE W. TIDMORE**, a married woman (hereinafter referred to each singularly as a "Grantor" and collectively as "Grantors"), to **COOSA OIL COMPANY, L.L.C.**, an Alabama limited liability company (hereinafter referred to as "Grantee").

RECITALS:

A. By Statutory Warranty Deed dated July 15, 1997, and filed of record on July 17, 1997, in Inst. #1997-22485 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as the "Deed"), the herein named Grantors, together with Joe Lawrence Tidmore, Jr. and Beverly Joyce Cofer, as the "Grantors" under the Deed, conveyed to the Grantee certain parcels of real estate situated in Shelby County, Alabama, as more particularly described therein (collectively referred to in the Deed as the "Property").

B. A parcel of the Property conveyed by the Deed entitled "Parcel III," as set forth on Exhibit "A" to the Deed, (hereinafter referred to as "Parcel III") was owned solely by the Grantors herein and not the other grantors to the Deed.

C. The Grantors herein are executing this instrument to acknowledge that the legal description of Parcel III as set forth on Exhibit "A" to the Deed was incorrect and to correct the legal description of said Parcel III.

D. The Grantors herein and the Grantee acknowledge that, other than as set forth in this Corrective Deed, the original Deed remains in full force and effect as to the remainder of the Property conveyed thereby.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Grantors, in order to correct the legal description of Parcel III of the Property conveyed by the Deed, and for the same consideration therein expressed, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

Parcel III:

A lot in the SE 1/4 of Sec. 26, T-21-S, R-1-W, described as follows: Commence at the intersection of the Western R/W line of the L & N Railroad with the Southeastern line of the Calera-Columbiana Hwy. and run thence Southerly along the Western R/W line of said railroad, a distance of 300.00 feet to the point of beginning; thence continue along the said railroad R/W a distance of 200.00 feet; thence turn an angle of 90° 00' to the right and run a distance of 128.86 feet; thence turn an angle of 90° 00' right and run a distance of 123.24 feet to the Southern most corner of the present Gulf Oil lot; thence turn an angle of 59° 13' to the right and run a distance of 150.00 feet to the point on the Western R/W line of the L & N Railroad, and the point of beginning. Situated in the W1/2 of the E1/2 of the SE1/4 of Sec. 26, T-21-S, R-1-W, Huntsville Meridian, Shelby County, Alabama.

LESS AND EXCEPT any part of the Property that may lie within the Right of Way of the L & N Railroad.

Parcel III conveyed hereby is conveyed subject to the following:

- (1) Taxes and assessments for the year 1997, and subsequent years, which are not yet due and payable.
- (2) Fire district and library district assessments and other assessments, if any, for the current year and all subsequent years thereafter; and
- (3) Mineral and mining rights not owned by Grantors.

And subject to the foregoing, Grantors will warrant and forever defend the right and title to Parcel III unto Grantee against the claims of all persons owning, holding or claiming by, through or under Grantors, which claims are based upon matters done or suffered by Grantors subsequent to Grantors' acquisition of Parcel III and prior to the delivery of the Deed to Grantee.

THE PROPERTY WHICH IS THE SUBJECT OF THIS CONVEYANCE IS NOT THE HOMESTEAD OF GRANTORS OR GRANTORS' SPOUSES.

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

[SIGNATURES OF GRANTORS FOLLOW ON SEPARATE PAGES]



20080521000207440 3/6 \$29.00
Shelby Cnty Judge of Probate, AL
05/21/2008 12:36:45PM FILED/CERT

IN WITNESS WHEREOF, the Grantors have hereto set their signatures and seals effective as of the date set forth above.

"Grantor"

Joe L. Tidmore
Joe L. Tidmore

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Joe L. Tidmore, 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 such instrument, he executed the same voluntarily effective as of the day the same bears date.

GIVEN under my hand and seal, this 1st day of May, 2008.

[NOTARIAL SEAL]

Diana E. Smith
Notary Public
My Commission Expires: 5/7/11

"Grantor"

Charles O. Tidmore
Charles O. Tidmore

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Charles O. Tidmore, 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 such instrument, he executed the same voluntarily effective as of the day the same bears date.

GIVEN under my hand and seal, this 1st day of May, 2008.

[NOTARIAL SEAL]

Diana E. Hull
Notary Public
My Commission Expires: 5/7/11

"Grantor"

Brenda B. Tidmore
Brenda B. Tidmore

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Brenda B. Tidmore, 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 such instrument, she executed the same voluntarily effective as of the day the same bears date.

GIVEN under my hand and seal, this 1st day of May, 2008.

[NOTARIAL SEAL]

Diana E. Smith
Notary Public
My Commission Expires: 5/7/11

"Grantor"

Joyce W. Tidmore
Joyce W. Tidmore

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Joyce W. Tidmore, 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 such instrument, she executed the same voluntarily effective as of the day the same bears date.

GIVEN under my hand and seal, this 1st day of May, 2008.

[NOTARIAL SEAL]

Diana E. Hull
Notary Public
My Commission Expires: 5/7/11