

THIS CORRECTIVE DEED IS BEING FILED TO CORRECT THAT CERTAIN STATUTORY WARRANTY DEED DATED OCTOBER 26, 2004, AND FILED OF RECORD ON NOVEMBER 8, 2004, IN INST. #20041108000612900 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 DEED PREPARED WITHOUT BENEFIT OF A TITLE SEARCH

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

Send Tax Notice to:
W. C. Rice Oil Co., Inc.
2511 28th Street, S.W.
Birmingham, Alabama 35211

STATE OF ALABAMA)
)
SHELBY COUNTY)

**CORRECTIVE
STATUTORY WARRANTY DEED**

grr **THIS IS A CORRECTIVE STATUTORY WARRANTY DEED** executed and delivered this day of May, 2008, but effective as of the 26th day of October, 2004, by **COOSA OIL COMPANY, L.L.C.**, an Alabama limited liability company (hereafter referred to as the "Grantor") and **W. C. RICE OIL CO., INC.**, an Alabama corporation (hereafter referred to as "Grantee").

RECITALS:

A. By Statutory Warranty Deed dated October 26, 2004, and filed of record on November 8, 2004, in Inst. #20041108000612900 in the Office of the Judge of Probate of Shelby County, Alabama (hereafter referred to as the "Deed"), the Grantor conveyed to the Grantee certain parcels of real estate situated in Shelby County, Alabama, as more particularly described therein.

B. The Grantor and Grantee are executing this instrument to acknowledge that the legal description of the parcel of property conveyed by the Deed entitled "Parcel III" (hereafter referred to as "Parcel III") was incorrect and to correct the legal description of said Parcel III.

C. The Grantor 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 Grantor, in order to correct the legal description of Parcel III of the property conveyed by the Deed, and for the same consideration therein expressed, 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:

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.

SUBJECT TO:

1. 2004 ad valorem taxes, a lien due and payable October 1, 2004.
2. Any and all previous reservations or conveyances, if any, of oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith; all recorded mortgages, if any; all recorded encumbrances, if any; recorded or unrecorded easements, liens, restrictions, declarations, set-back lines, rights-of-way, and other matters of record in the Probate Office of Shelby County, Alabama; and any deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, encroachments, etc., which would be disclosed by a true and accurate survey of the property conveyed herein; and any and all recorded or unrecorded leases affecting said property, if any.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This property is sold as is and Grantor only warrants title from the time Grantor obtained title until the date Grantor conveys its interest in the aforesaid property to the Grantee.

TO HAVE AND TO HOLD to the said Grantee, and to the successors and assigns of the Grantee in fee simple forever.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by their respective duly authorized representatives effective as of the date set forth above.

GRANTOR:

COOSA OIL COMPANY, L.L.C.

By: 

Its: Member

GRANTEE:

W. C. RICE OIL CO., INC.

By: *[Signature]*
Its: President

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. Barton Rice, whose name as a Member of Coosa Oil Company, L.L.C., an Alabama limited liability company, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 9th day of May, 2008.

{ SEAL }

[Signature]
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY 14, 2011

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. Barton Rice, whose name as President of W. C. Rice Oil Co., Inc., an Alabama 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 9th day of May, 2008.

{ SEAL }

[Signature]
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY 14, 2011