

This instrument was prepared by

Mitchell A. Spears

Attorney at Law

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Send Tax Notice to:

(Name) Edwin B. Lumpkin, Jr.

(Address) 100 Metro Parkway

Pelham, AL 35124

Limited Liability Company Form Warranty Deed

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **ONE MILLION SEVEN HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED FOURTEEN DOLLARS and 88/100 (\$1,724,214.88)**, to the undersigned **DEVELOPMENT PARTNERS, LLC, an Alabama Limited Liability Company** (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 **EDWIN B. LUMPKIN, JR.** (herein referred to as GRANTEE, whether one or more), the following described real estate situated in **SHELBY** County, Alabama, to-wit:

Lot 2 of the Pelham Professional Park, a commercial subdivision, situated in the south $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, as recorded in Map Book 31, Page 86, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Pelham, Shelby County, Alabama.

SUBJECT TO:

- Taxes for 2008 and subsequent years.
- Declaration of Protective Covenants as recorded in Inst. No. 2003-33412.
- Transmission line permits to Alabama Power Company recorded in Deed Book 242, Page 952 and Deed Book 248, Page 842.
- Right of way and easement agreement with Level 3 recorded in Inst. No. 1999-43566.
- Plantation Pipeline easement recorded in Deed Book 112, Page 217 and Deed Book 254, Page 323, and as shown on subdivision plat recorded in Map Book 31, Page 86.
- Easement to Alabama Power Company recorded in Inst. No. 20040312000127100.
- 50-foot pipeline easement running through subject lot as shown on map of subdivision recorded in Map Book 31, Page 86.

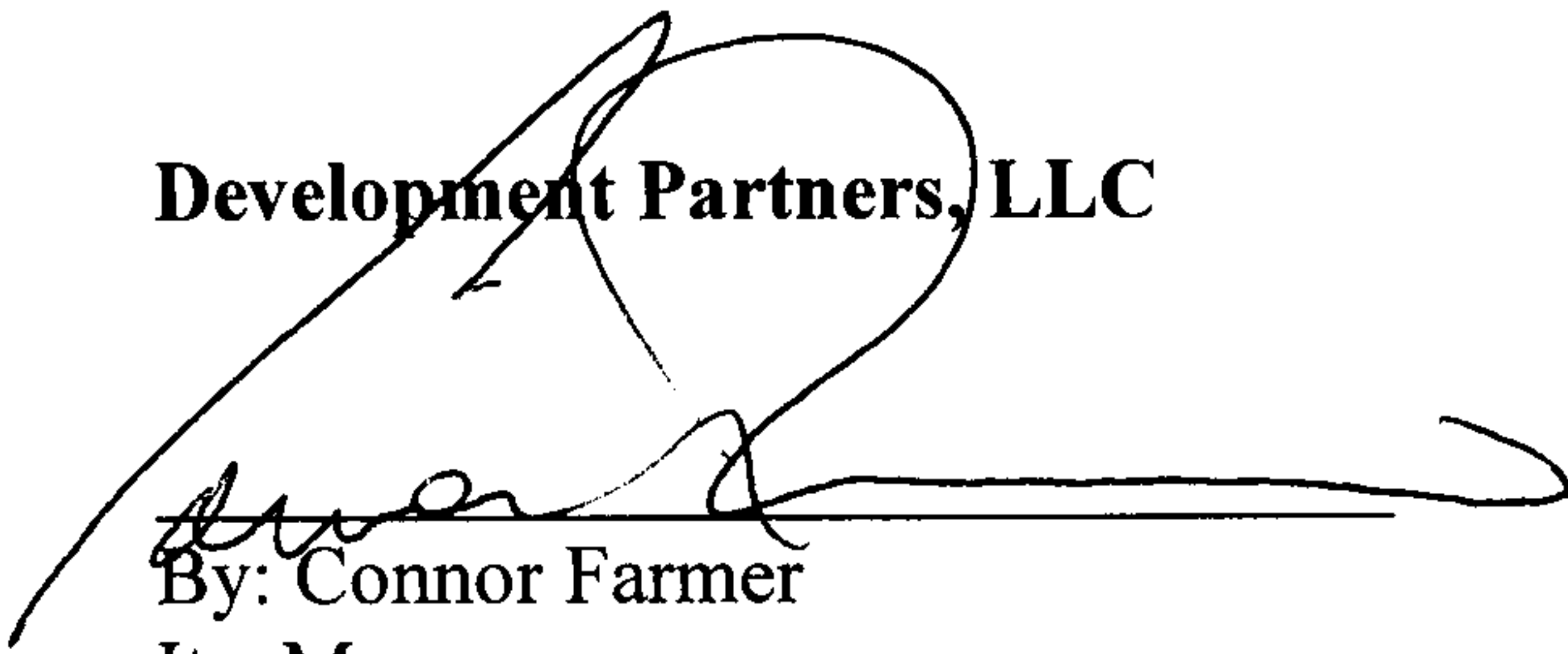
PURCHASE MONEY FIRST MORTGAGE IN FAVOR OF CENTRAL STATE BANK, IN THE SUM OF THE FULL CONSIDERATION HEREINABOVE REFERENCED, EXECUTED BY GRANTEE ON EVEN DATE HEREWITH.

TO HAVE AND TO HOLD to the said GRANTEE, his her, their or its successors and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, its successors 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, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by and through **Connor Farmer**, as **Manager**, who is authorized to execute this conveyance, hereto set its signature and seal, this the 15th day of **July, 2008**.

Development Partners, LLC


By: Connor Farmer
Its: Manager

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Connor Farmer** whose name as **Manager of Development Partners, LLC**, 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/she, as such officer 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 the 15th day of **July, 2008**.


Notary Public

My Commission Expires: 8/13/09