20090513000180980 1/4 \$21.00 Shelby Cnty Judge of Probate, AL 05/13/2009 02:19:01 PM FILED/CERT

This Document Was Prepared by:

Send Tax Notice to:

Phillip G. Stutts
Leitman, Siegal, Payne & Campbell, P.C.
600 North 20th Street
Suite 400
Birmingham, AL 35203

J.L. Enterprises, LLC 135 Autumn Crest Drive Columbiana, AL 35051

This Corrective Warranty Deed is recorded to correct the name of the Grantee to J.L. Enterprises, LLC in the Warranty Deed recorded in Instrument 20051129000616630 on November 29, 2005 in the Office of the Judge of Probate of Shelby County, Alabama. The original deed incorrectly listed the Grantee as J&L Enterprises, LLC.

CORRECTIVE WARRANTY DEED

STATE OF ALABAMA SHELBY COUNTY)
)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Two Hundred Twenty Three Thousand Four Hundred Sixty Two and 80/100 Dollars (\$223,462.80), in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NATHAN POWELL, a married man, ("Grantor") hereby grants, bargains, sells and conveys unto J.L. Enterprises, LLC, an Alabama limited liability company ("Grantee") that certain tract or parcel of land in Shelby County, State of Alabama described on Exhibit "A", which is attached hereto and incorporated herein by reference. Such property is herein referred to as the "Property."

This conveyance of the Property and the covenants and warranties contained herein are made expressly subject to the matters set forth on <u>Exhibit "B"</u>, which is attached hereto and incorporated herein by reference as well as to all taxes for the year 2008 and subsequent years not yet due and payable.

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

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

The property is not the homestead of the Grantor.

IN WITNESS WHEREOF, the said Grantor hereto sets its signature and seal this the <u>ZO</u> day of <u>Mar</u>, 2009.

GRANTOR:

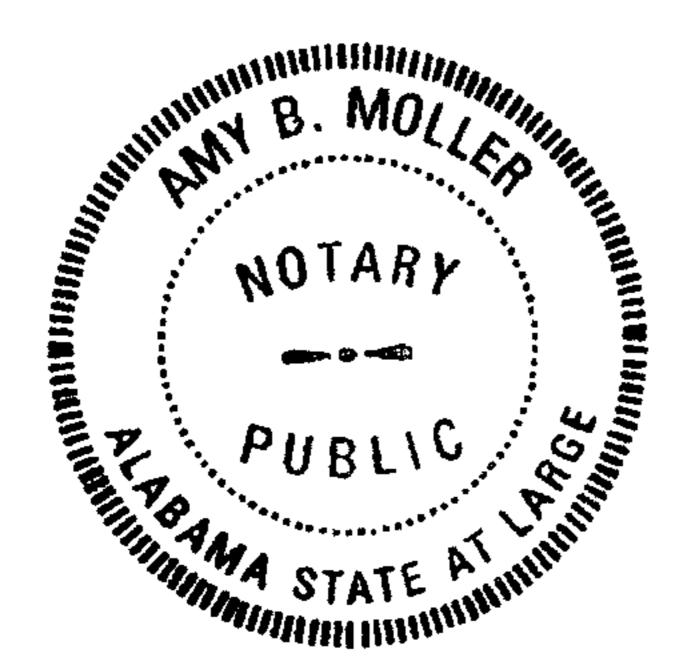
NATHAN PQWELL

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Nathan Powell 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the Zo day of March, 2009.



Notary Public (
My Commission Expires:

MY COMMISSION EXPIRES
DECEMBER 12, 2011

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 11A, according to the Resurvey of Lot 11 of Calera South Industrial Park, as recorded in Map Book 33, Page 134 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

- 1. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
- 2. General and special taxes or assessments for the year 2005 and subsequent years not yet due and payable.
- 3. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 103 page 156 in Probate Office.
- 4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Instrument #1995-36729 in Probate Office.
- 5. Release of damages as set out in Instrument #1995-36729 in Probate Office.
- Release and Declaration of Covenants, dated December 22, 1995 and set out in Instrument #1995-36730 in the Probate Office.
- 7. Easements as shown per plat including 40 feet for utility drainage and railroad spurline on the Westerly side of the land; also 15 feet for utility and drainage on the Southerly side and Easterly and irregular on the Southeasterly corner of the land in the Probate Office.
- 8. Restrictions, limitations, conditions and other provisions as set out in Map Book 33 page 134 in the Probate Office.

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