


This instrument was prepared
without examination of title by:
Charles H. Moses, III
Moses & Moses, P.C.
300 Cahaba Park Circle, Suite 100
Birmingham, Alabama 35242-5044

Send tax notice to:
John C. Fay, Jr.
624 Bear Creek Road
Sterrett, AL 35147

THIS DEED WAS PREPARED WITHOUT EXAMINATION OF TITLE

GENERAL WARRANTY DEED


20110107000007920 1/3 \$518.00
Shelby Cnty Judge of Probate, AL
01/07/2011 11:52:46 AM FILED/CERT

STATE OF ALABAMA)
: KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY)

That for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned **JOHN C. FAY, JR., AS TRUSTEE OF THE JOHN CHARLES FAY, JR. TRUST AMENDED AND RESTATED DATED THE 31ST DAY OF OCTOBER, 2008 (successor to the trust dated September 15, 2005) as further amended May 20, 2009,(the "Trust")** (hereinafter referred to as "Grantor", whether one or more), in hand paid by **JCF CHELSEA PROPERTIES, LLC, ("Grantee")**, the receipt and sufficiency of which is hereby acknowledged, Grantor 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:

Begin at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 19 South, Range 1 West, Shelby County, Alabama, and run in a Westerly direction along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 703.39 feet to a point; thence turn an interior angle of 87°42'20" and run to the right in a Northerly direction a distance of 318.58 feet to a point; thence turn an interior angle of 153°07'15" and run to the right in a Northeasterly direction a distance of 299.19 feet to a point; thence turn an interior angle of 119°10'25" and run to the right in an Easterly direction a distance of 548.72 feet to a point on the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence turn an interior angle of 89°36'40" and run to the right in a Southerly direction and along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 579.57 feet to the point of beginning; containing 8.82 acres, more or less.

**THIS CONVEYANCE AND THE WARRANTIES CONTAINED HEREIN ARE
MADE SUBJECT TO THE FOLLOWING:**

1. Ad valorem taxes due for 2011, a lien but not yet due and payable.
2. Mortgage to Alamerica Bank in the amount of \$250,000 dated the 31st day of March, 2010, and recorded in instrument #20100402000098300 of the records in the Office of the Judge of Probate of Shelby County, Alabama which said mortgage was subsequently assigned to Charles M. McKell, and recorded in instrument #20100610000184430 of said Probate Court records, said mortgage

being partially assigned to National Coal of Alabama, Inc., (71.61%) and recorded in instrument #20100617000196250 of said probate records.

3. If any, all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
4. Permits to Alabama Power Company recorded in Deed Book 160, Page 405; Deed Book 124, Page 520.
5. Easement to Alabama Power Company recorded in Inst. No. 2006-17314.
6. Rights of others to easement recorded in Inst. No. 20090922000361580.

The recording references herein are to the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.


TO HAVE AND TO HOLD the said above described property unto the said Grantee, in fee simple, and to the successors and assigns of said Grantee, FOREVER.

And, except as to the above and taxes hereafter falling due which are assumed by the Grantee, Grantor does, for Grantor and for the heirs and assigns of Grantor, hereby covenant with the Grantee that Grantor is seized of an indefeasible estate in fee simple in said property, is in peaceable possession thereof, that said property is free and clear of all encumbrances, and that Grantor does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the peaceable possession thereof, unto the Grantee, and to the successors and assigns of Grantee, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has hereunto affixed the signatures below on the 7 day of June, 2011.

GRANTOR:

**THE JOHN CHARLES FAY, JR. TRUST AMENDED
AND RESTATED DATED THE 31ST DAY OF
OCTOBER, 2008 as amended May 20, 2009**

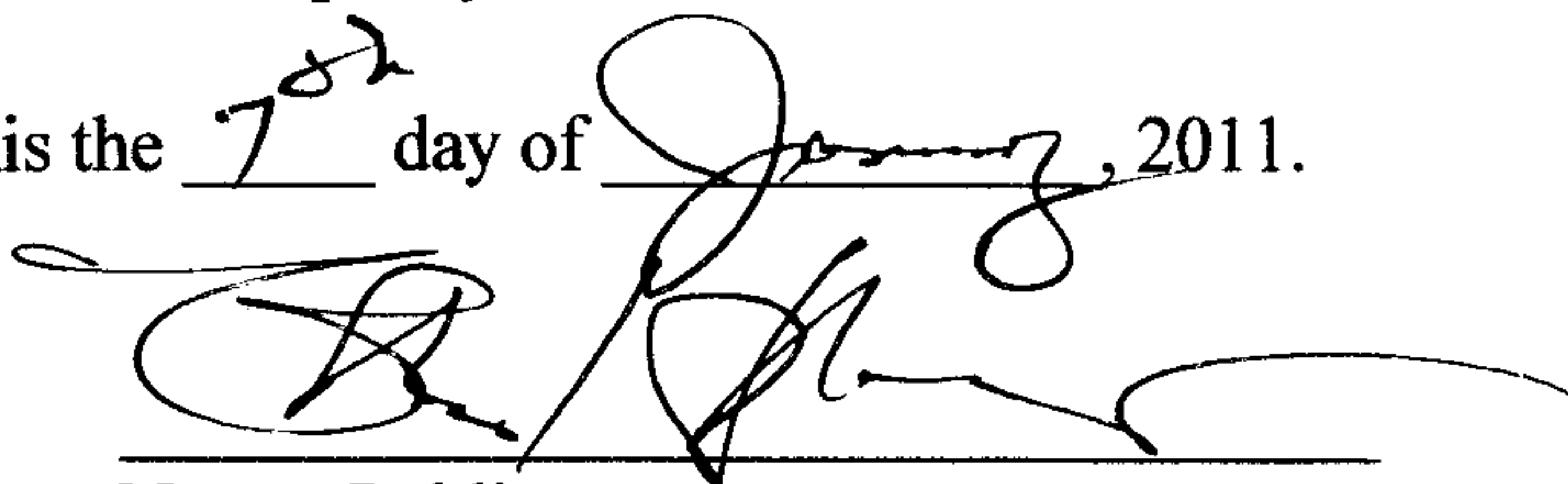
By: 
JOHN C. FAY, Jr., Trustee

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared JOHN C. FAY, who is known to me, as Trustee of **THE JOHN CHARLES FAY, JR. TRUST AMENDED AND RESTATED DATED THE 31ST DAY OF OCTOBER, 2008, as amended May 20, 2009**, whose name is signed to the foregoing instrument in such capacity and acknowledged before me on this day that being informed of the contents of the instrument, such individual executed the same voluntarily in such capacity.


Given under my hand and seal, this the 7th day of January, 2011.

(SEAL)



Notary Public

My commission expires: 11-22-11


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Shelby Cnty Judge of Probate, AL
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Shelby County, AL 01/07/2011
State of Alabama
Deed Tax:\$500.00