

00740 101150

SPECIAL WARRANTY DEED

THIS DEED is made as of July 15, 1991, between CHAMPION REALTY CORPORATION (FLORIDA), a Delaware corporation, whose address is Two Greenspoint Plaza, Suite 800, 16825 Northchase Drive, Houston, Texas 77060-6095, herein the "Grantor" and I.C. TERRY FARMS, INC., whose post-office address is Route #5, Box 886, Lake City, Florida 32055, herein the "Grantee." (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, That the Grantor in consideration of One Dollar and other valuable considerations paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does hereby grant, bargain, sell, and convey unto the Grantee forever all of that certain property in Columbia County, Florida, described as follows:

A. The Southwest one-quarter (SW $\frac{1}{4}$) of Section 36, Township 4 South, Range 15 East, Columbia County, Florida less that portion in Mill Road (a county maintained graded road) along the South side thereof.

B. All of Grantor's interest in and as to the oil, gas, fissionable materials and all other minerals of every kind and description lying beneath the above described property.

This conveyance is subject to, such valid mineral and royalty interests in the property as may appear of record in the public records of Columbia County, Florida, and Grantor excepts herefrom and expressly reserves unto itself, its successors and assigns, in perpetuity, a fifty-percent (50%) royalty in and to all of the oil, gas, fissionable materials and all other minerals of every kind and description in and under and that may be produced from the property conveyed hereby, it being understood and agreed that these interests shall be for the benefit of and be owned by Grantor, and its successors in interest, and that in no event by warranty, estoppel, reversion, or otherwise, shall Grantee or Grantee's successors in interest acquire any part of these reserved mineral interests as a result of this conveyance.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor is lawfully seized of the property in fee simple; has good right and lawful authority to sell and convey the property, and possess the property, that the property is free from encumbrances made by the Grantor unless set forth in this deed and that the Grantor will warrant and defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance and the foregoing warranties are subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, to the restrictive covenant, whereby Grantee on behalf of Grantee and Grantee's successors and assigns, agrees that the word or name "Champion" shall not be used in any designation of the property, to lawful and validly enforceable claims of third persons, if any, under or with respect to the matters or items listed in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called the "Permitted Encumbrances"), and subject, also, to any rules, regulations, and subdivision, zoning, planning or platting ordinances if any, affecting the property, promulgated by state, county, municipal or other authorities, in effect at the time of this conveyance. The references to lawful claims, if any, of third persons contained herein in connection with the Permitted Encumbrances are made for the exclusive purpose of exceptions from

THIS INSTRUMENT PREPARED BY:
CHARLES GUY BOND
THE FIRST UNION NATIONAL BANK TOWER
200 WATER STREET
MONROVIE, FLORIDA 32052

RECORDED IN PUBLIC RECORDS
OF COLUMBIA COUNTY, FLORIDA
BOOK 105, PAGE 2, 1991
200 WATER STREET
MONROVIE, FLORIDA 32052

the Grantor's warranty herein, and no reference or recital herein contained shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of third person.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

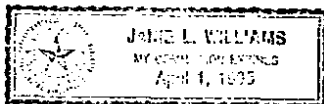
CHAMPION REALTY CORPORATION
(FLORIDA)

Janie L. Williams
Name: Janie L. Williams
Deborah S. Stivers
Name: Deborah S. Stivers

BY Sandra J. Goetz
Name: SANDRA J. GOETZ
Its Vice President
(CORPORATE SEAL)

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 12th
day of July, 1991, by Sandra J. Goetz, Vice President
of Champion Realty Corporation (Florida), a Delaware corporation,
on behalf of the corporation.



Janie L. Williams
Name: JANIE L. WILLIAMS
Notary Public, State of Texas

My commission expires: 04-01-95

19556

EX 0748 661151
OFFICIAL RECORDS

DOCUMENTARY STAMP 93720
INTANGIBLE TAX 0
P. DEWITT CASAL, CLERK OF
COURT, COLUMBIA COUNTY
BY B. Lipp

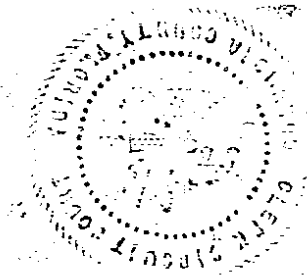
EX 0748 881152

EXHIBIT "A"

OFFICIAL RECORDS

Permitted Exceptions

1. Mineral Right and Royalty Transfer as per those certain instruments filed for record February 7, 1949, in Deed Book 67, page 191; instrument filed for record May 11, 1949, in Deed Book 68, page 497; instrument filed for record May 11, 1949, in Deed Book 69, page 01; instrument filed for record May 19, 1949, in Deed Book 69, page 105, all of the public records of Columbia County, Florida.
2. Reservation of Oil, Gas and Minerals as per that certain instrument dated June 29, 1956, and filed for record July 30, 1956, in Official Records Book 38, page 383, public records of Columbia County, Florida.



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91-10448

FILED AND RECORDED
RECEIVED

1991 JUL 18 PM 3:47

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OFFICIAL RECORDS
COLUMBIA COUNTY, FLORIDA
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