

2040
WEATHERLY INVESTMENT PARTNERSHIP
CONVEYANCE OF PARTNERSHIP INTEREST AND
AMENDMENT TO PARTNERSHIP

STATE OF ALABAMA
JEFFERSON COUNTY

10,000⁰⁰

This Conveyance of Partnership Interest and Amendment to the Weatherly Investment Partnership, an Alabama General Partnership, is made and entered into this _____ day of October, 1990, by and among Taylor Properties, Inc., Prime Realty, Inc. and Weatherly Enterprises, Inc. (remaining partners); Awtrey-Johnson Development Corporation, (hereinafter referred to as Awtrey-Johnson) and Awtrey Building Corporation (hereinafter referred to as ABC)

W-I-T-N-E-S-S-E-T-H

WHEREAS, ABC has agreed to convey its interest in Weatherly Investment Partnership (hereinafter referred to as the "Partnership"), said Partnership being recorded in the Probate Office of Shelby County, Alabama.

AND, WHEREAS, Awtrey-Johnson desire to purchase the interest of ABC in the Partnership,

NOW, THEREFORE, FOR AND IN CONSIDERATION of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. ABC does herewith convey all of its Partnership interest in and to the Partnership and all lands, accounts receivable, contracts and any other assets of the Partnership to Awtrey-Johnson.

2. For and in consideration of the conveyance by ABC, Awtrey-Johnson does hereby agree to assume the debts of the Partnership in proportion as stated in the original partnership agreement and as previously existed on the books of the Partnership and to save and hold ABC harmless from any loss, costs, claims or damages arising from or related to the Partnership.

3. THE PARTIES HERETO agree that the General Partners of the Partnership and their respective ownership interest shall be as of this date as follows:

<u>NAME</u>	<u>OWNERSHIP INTEREST</u>
Awtrey-Johnson Development Corporation	50%
Weatherly Enterprises, Inc.	25%
Prime Realty, Inc.	12.5%
Taylor Properties, Inc.	12.5%

4. Awtrey-Johnson does hereby consent to and agree to be bound by the terms and conditions as set forth in the declaration of General Partnership as recorded in the Probate Office of Shelby County, Alabama.

5. The Parties hereto do hereby consent to the amendment of the Partnership Agreement by the deletion of H. Albert Awtrey as President of Awtrey Building Corporation as Managing General Partner, and the addition of H. Albert Awtrey as President of Awtrey-Johnson Development Corporation as Managing General Partner.

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J. Daw Taylor

By signature to this Conveyance of Partnership Interest and Amendment to Partnership all parties hereto hereby consent to the terms, and conditions as stated herein; agree to be bound thereby; do waive any right of first refusal for the purchase of the partnership interest conveyed herein, and do affirm all acts, endorsements and guaranties of the partnership occurring prior to this amendment.

IN WITNESS WHEREOF, the respective parties as their interest may appear have set their hands and seals this 16th day of October, 1990.

WEATHERLY INVESTMENT PARTNERSHIP, AN ALABAMA GENERAL PARTNERSHIP

By: Awtrey-Johnson Development Corporation, General Partner

BY: [Signature]
H. Albert Awtrey, President

BY: [Signature]
Abner C. Johnson, Secretary-Treasurer

By: Weatherly Enterprises, Inc., General Partner

BY: [Signature]
Steve Chambers, President

By: Prime Realty, Inc., General Partner

BY: [Signature]
Charles Givianpour, President

By: Taylor Properties, Inc., General Partner

BY: [Signature]
J. Dan Taylor, President

Awtrey Building Corporation

BY: [Signature]
H. Albert Awtrey, President

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STATE OF ALABAMA
JEFFERSON COUNTY

I, JUDITH JONES GARRETT, a Notary Public in and for said County, in said State, hereby certify that H. Albert Awtrey, whose name as President of Awtrey-Johnson Development Corporation, an Alabama corporation, as General Partner of Weatherly Investment Partnership, an Alabama General Partnership, 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 the instrument, he, as President of Awtrey-Johnson Development Corporation, as such General Partner and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as General Partner.

Given under my hand and official seal, this the 16th day of October, 1990.

My Commission Expires:

[Signature]
Notary Public

MY COMMISSION EXPIRES AUGUST 14, 1994

STATE OF ALABAMA
JEFFERSON COUNTY

I, Judith Jones Garrett, a Notary Public in and for said County, in said State, hereby certify that Abner C. Johnson, whose name as Secretary-Treasurer of Awtrey-Johnson Development Corporation, Inc., an Alabama corporation, as General Partner of Weatherly Investment Partnership, an Alabama General Partnership, 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 the instrument, he, as Secretary-Treasurer of Awtrey-Johnson Development Corporation, as such General Partner and with full authority, executed the same voluntarily for and as the act of said Corporation in its capacity as a General Partner.

Given under my hand and official seal, this the 17th day of October, 1990.

My Commission Expires:

Judith Jones Garrett
Notary Public

MY COMMISSION EXPIRES AUGUST 14, 1994

STATE OF ALABAMA
JEFFERSON COUNTY

I, Linda A. Gotham, a Notary Public in and for said County, in said State, hereby certify that Steve Chambers, whose name as President of Weatherly Enterprises, Inc., an Alabama corporation, as General Partner of Weatherly Investment Partnership, an Alabama General Partnership, 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 the instrument, he, as President of Weatherly Enterprises, Inc. as such General Partner and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as General Partner.

Given under my hand and official seal, this the 25th day of October, 1990.

My Commission Expires:
MY TERM EXPIRES FEBRUARY 22, 1993

Linda A. Gotham
Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, Linda A. Gotham, a Notary Public in and for said County, in said State, hereby certify that Charles Givianpour, whose name as President of Prime Realty, Inc., an Alabama corporation, as General Partner of Weatherly Investment Partnership, an Alabama General Partnership, 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 the instrument, he, as President of Prime Realty, Inc., as such General Partner, and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as General Partner.

Given under my hand and official seal, this the 22nd day of October, 1990.

My Commission Expires:
MY TERM EXPIRES FEBRUARY 22, 1993

Linda A. Gotham
Notary Public

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STATE OF ALABAMA}
JEFFERSON COUNTY}

I, JUDITH JONES GARRETT, a Notary Public in and for said County, in said State, hereby certify that J. Dan Taylor, whose name as President of Taylor Properties, Inc., an Alabama corporation, as General Partner of Weatherly Investment Partnership, an Alabama General Partnership, 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 the instrument, he, as President of Taylor Properties, Inc. as such General Partner, and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as General Partner.

Given under my hand and official seal, this the 16th day of October, 1990.

My commission Expires:

Judith Jones Garrett
Notary Public

MY COMMISSION EXPIRES AUGUST 14, 1994

STATE OF ALABAMA}
JEFFERSON COUNTY}

I, JUDITH JONES GARRETT, a Notary Public in and for said County, in said State, hereby certify that H. Albert Awtrey, whose name as President of Awtrey Building Corporation, a 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 the 16th day of October, 1990.

My commission Expires:

Judith Jones Garrett
Notary Public

MY COMMISSION EXPIRES AUGUST 14, 1994

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

90 OCT 30 AM 8:50

W. James W. [Signature]
JUDGE OF PROBATE

Deed Tax 10.00
Rec. 10.00
Jud. 3.00
Cert. 1.00
24.00