

Inst # 2000-23545

CASE NO. 94-01226-BGC-7
CHAPTER 7

006 MMS 41.00

WHEREAS, the parties did subsequently reach an agreement to reduce the purchase price to \$32,500.00 cash subject to certain conditions, and

WHEREAS, said Party of the First Part did heretofore petition said Court to approve a reduction in purchase price to \$32,500.00 and for the right to sell to the Party of the Second Part free and clear of all liens and encumbrances, except for certain exceptions, the below described realty and all improvements situated thereon, at and for the sum of \$32,500.00 cash, and

WHEREAS, said Court did ratify and confirm said sale on the modified terms and conditions set out herein on May 17, 2000 ("Amended Court Order"), and

WHEREAS, said Party of the First Part did further petition the said court to approve an Escrow and sale Agreement providing for, *inter alia*, further reduction in purchase price, to \$20,000.00, with all other terms of sale to remain in full force and effect, and

WHEREAS, said Court did ratify and confirm the further reduction in sales price, to \$20,000.00, with all other terms of sale to remain in full force and effect, with the entry of the Order Approving Escrow and Sale Agreement relating to Order Authorizing Sale by Trustee Free and Clear of Liens ("Order Approving Escrow Agreement") on, to-wit, June 27, 2000.

NOW THEREFORE, the Party of the First Part, Max C. Pope, as Trustee of the bankruptcy estate of John T. Grimes and Mildred Grimes ("Grantor"), in consideration of the power and authority vested in him as aforesaid, and the payment to him of the sum of \$20,000.00, the receipt of which by him is hereby acknowledged, does hereby grant, bargain, sell and convey, free and clear of all liens and encumbrances, and specifically free and clear of the following:

a. Lawrence E. Broadhead and
Rhonda Sue Broadhead
2518 County Road 182

Mortgage on the real estate described herein,
recorded in Real Record 205, Page 786, in the
Probate Office, Shelby County, Alabama.

Jemison, Alabama 35085

b. LeMoyne Glasgow, City Clerk
Town of Calera
P. O. Box 177
Calera, Alabama 35040

All municipal assessments in the favor of the city
of Calera, which are due and payable.

but excepting the following:

- a. Taxes for year 2000 and subsequent years. Year 2000 ad valorem taxes are a lien but not due and payable until October 1, 2000.
- b. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of the Title Commitment but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Title Commitment.
- c. Rights or claims of parties in possession not shown by the public records.
- d. Easements, or claims of easements, not shown by the public records.
- e. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- f. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- g. Rights of dower, homestead or other marital right of the spouse, if any, of any individual insured.
- h. Restrictions upon the use of the premises not appearing in the chain of title to the land.
- i. Any loss, claim, damage, or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
- j. Right of way of Birmingham-Montgomery Highway, the final order of condemnation recorded in Probate Minutes Book 13, Page 260, in Probate Office.
- k. Transmission line permits to Alabama Power Company as recorded in Deed Book 112, Page 56 and Deed Book 245, Page 92, in Probate Office of Shelby County, Alabama.
- l. Any Federal, State or any environmental protection laws, statutes, or regulations, or any hazardous materials or waste that may be associated with or contained on the property as discussed in the Title Commitment and herein.

unto the Party of the Second Part, South Calera Grocery, Inc. ("Grantee"), the following described real property, to wit:

PARCEL I:

Lot 6, and the South 77 feet of Lot 5, the North boundary of said property being conveyed being a ditch or drain running East and West along said Lot 5, said lots being situated in Block 45, according to Survey of South Calera, as recorded in Map Book 3, Page 40, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

PARCEL II:

North 1/2 of that portion of 6th Street that adjoins Lot 6, Block 45, according to Survey of South Calera, in Shelby County, Alabama, as recorded in Map Book 3, at Page 40, in the Office of the Judge of Probate of Shelby County, Alabama.

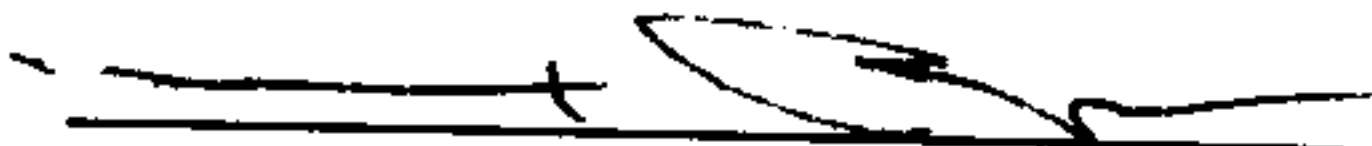
Grantee and Grantor acknowledge the existence of underground storage tanks ("USTs") at the described real estate and that investigation has revealed the release of contamination from those tanks. Grantee and Grantor further acknowledge that the Alabama Department of Environmental Management has declared the costs of investigating and cleaning up the release eligible for payment under state environmental laws, subject to the payment of the deductible. Grantee agrees it is its responsibility to pay the deductible, to employ an approved contractor to perform the work necessary to complete the investigation and cleanup, and to submit those costs to ADEM for payment. Grantee further acknowledges that Grantor's capacity to sell the subject real estate arises out of his status as Bankruptcy Trustee for Johnnie Grimes and Mildred Grimes and that Grantor has never conducted any operations or used any equipment, including the referenced USTs. Grantee further acknowledges that, pursuant to Alabama Code § 19-3-11, Grantor in his individual capacity is not the owner or operator of the subject real estate for purposes of any environmental law.

By acceptance of the Trustee Deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for loss or damage on account of or resulting from, i) any hazardous materials having been or

being installed, used, generated, manufactured, treated, handled, refined, produced, processed, transported, stored or disposed of, or otherwise present in, on or under the real estate conveyed hereby; or ii) any past, present or future release of hazardous materials on or from the subject real estate within the meaning of any hazardous material, waste or substance laws; or iii) any past, present or future discharge of hazardous materials, wastes or substances into any watercourse, body or surface or subsurface water or wetland, or into the atmosphere, that would require a permit under any environmental law. This covenant and agreement shall run with the real estate as against Grantee, its successors and assigns, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

TO HAVE AND TO HOLD unto the said Grantee, its heirs and assigns, forever as fully and completely as Grantor, by virtue of the powers and authorities so vested in Grantor under the provisions of Title 11, Chapter 11, United States Code and said Court Order, Amended Court Order and Order Approving Escrow Agreement, might or should sell or convey the same.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and seal on this the 5th day of July, 2000.


Max C. Pope, as Trustee of the
Bankruptcy Estate of John T. Grimes
and Mildred Grimes

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Max C. Pope, whose name as Trustee of the Bankruptcy Estate of John T. Grimes and Mildred Grimes, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the

conveyance, he, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and set this the 5th day of July, 2000.

Cindy C. Jackson
Notary Public

This instrument was prepared by:

Frederick M. Garfield, Esquire
Barnett, Hanes & Garfield L.L.C.
2107 Fifth Avenue North, Suite 501
Birmingham, Alabama 35203

Inst # 2000-23545

07/13/2000-23545
09:54 AM CERTIFIED
6 SHELBY COUNTY JUDGE OF PROBATE
006 MMS 41.00