

**THIS INSTRUMENT WAS PREPARED BY:**

Robert R. Sexton, Esq.  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North  
2400 AmSouth/Harbert Plaza  
Birmingham, Alabama 35203

**SEND TAX NOTICE TO:**

Bazaar 280, LLC  
c/o Brigham-Williams, Inc.  
200 Union Hill Drive, Suite 301  
Birmingham, Alabama 35209  
Attn: Hunter Williams

**CORPORATE WARRANTY DEED**

*Sales price:  
\$1,662,500.00*

STATE OF ALABAMA  
COUNTY OF SHELBY

**KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of Ten Dollars and other good and valuable consideration, to the undersigned grantor in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, **DANTRACT, INC., an Alabama corporation** (herein referred to as GRANTOR) does grant, bargain, sell and convey unto **BAZAAR 280, LLC** (hereinafter referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 1, according to the survey of Aultman's Addition to 280, as recorded in Map Book 29, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

**SUBJECT TO:**

1. Taxes, assessments or dues from the local district for the year 2002 and subsequent years.
2. Right of way to Shelby County recorded in Deed Book 95, Page 519.
3. Deed to State of Alabama recorded in Deed Book 253, Page 844.
4. Covenant and Agreement for water service recorded in Real Book 235, Page 574.
5. Ordinance with the City of Hoover as recorded in Instrument #1996-31888 and Instrument #1996-9814.
6. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Book 314, Page 506; Instrument #1996-0531; Instrument #1996-0532; and Instrument #2000-38942.
7. Local, state and federal laws, ordinances and governmental regulations, including but not limited to building and zoning laws, ordinances and regulations.
8. Oil, gas, mineral and mining rights not owned by the Grantor.
9. Terms, provisions, covenants, conditions, restrictions, and easements provided in that certain Access Easement dated April 13, 2001, between Grantor and Wal-Mart Real Estate Business Trust, as recorded in Instrument #2001-29083.

00718068.1 ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.


11/05/2001-47458  
09:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 15.00

TO HAVE AND TO HOLD unto the said GRANTEE its successors and assigns, forever.

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 30 day of October, 2001.

DANTRACT, INC., an Alabama corporation

By:   
Name: Charles William Daniel  
Its: President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Charles William Daniel, whose name as President of **DANTRACT, INC., an Alabama corporation**, 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 such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my official hand and seal this 30 day of October, 2001.

  
Notary Public

My Commission Expires: May 21, 2004

(SEAL)

Inst # 2001-47458