

This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East, Suite 160 Birmingham, AL 35223	Send Tax Notice To: Southern Care Internal Medicine, P.C. Attn: Amy Bentley Illescas, M.D. 2827 Greystone Commercial Blvd. Birmingham, AL 35242
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STATE OF ALABAMA)
)
 COUNTY OF SHELBY) **GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Nine Hundred Fifty Thousand and 00/100 (\$950,000.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **Millennial Bank, an Alabama state banking corporation** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto to the GRANTEE, **Southern Care Internal Medicine, P.C., an Alabama professional corporation** (hereinafter referred to as GRANTE), its successors and assigns, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lot 1, according to Schilleci's Addition to Meadowbrook Corporate Park Phase I, as recorded in Map Book 24, Page 5, in the Probate Office of Shelby County, Alabama.

This conveyance is made subject to the following:

1. The lien for ad valorem taxes due in the current year or any subsequent year but not yet payable.
2. Rights of tenant(s) in possession, as tenant(s) only, under any recorded or unrecorded lease(s).
3. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park, dated as of October 17, 1984 and recorded in Book 005, Page 772 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated March 28, 1988 and recorded in Book 177, Page 269 in said Probate Office and as further amended by Second Amendment thereto dated June 22, 1993 and recorded as Instrument No. 1993-18243 in said Probate Office.
4. Restrictive Use Agreement by Frank S. Schilleci in favor of Daniel U.S. Properties Limited Partnership II dated December 6, 2001 and recorded on December 26, 2001, in Inst.# 2001-56555.
5. Assignment of Developer Rights between Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership and Daniel Realty Company, an Alabama General Partnership, dated December 28, 2001, and recorded on December 28, 2001 in Inst.# 2001-57321.
6. Notice of Variance by and among Architectural Control Committee of Meadow Brook Corporation Park, an unincorporated association, Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership; and Frank S. Schilleci, dated June 24, 1993, and recorded on June 28, 1993 in Inst# 1993-18737.
7. Easements and building lines as shown on recorded map recorded in Map Book 17 at Page 44.
8. Quit claim deed to The Water Works and Sewer Board of the City of Birmingham recorded on December 21, 1993 in Inst.#1993-41006.
9. Transmission line permits to Alabama Power Company recorded in Deed Book 146, Page 391, affecting the NE ¼ of the NW ¼ and S ½ of the NW ¼ of Section 6, Township 19 South, Range 1 West.
10. Title to all minerals underlying the NW ¼ of the NW ¼ of Section 6, Township 19 South, Range 1 West, with mining rights and privileges belonging thereto, as conveyed in Deed Book 66, Page 34.
11. Agreement with Alabama Power. Company as recorded in Misc. Book 48, Page 880.

\$760,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Shelby County, AL 09/16/2020
 State of Alabama
 Deed Tax: \$190.00

20200916000414980 1/4 \$221.00
 Shelby Cnty Judge of Probate, AL
 09/16/2020 12:17:15 PM FILED/CERT

CLAYTON T. SWEENEY, ATTORNEY AT LAW



20200916000414980 2/4 \$221.00
Shelby Cnty Judge of Probate, AL
09/16/2020 12:17:15 PM FILED/CERT

12. Transmission line permits to Alabama Power Company recorded in Deed. Book 109, Page 490, affecting the S $\frac{1}{2}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 18, Range 1 West and Deed Book 112, Page 134 affecting the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 18, Range 1 West.

13. Easement to South Central Bell as recorded in Deed Book 311, Page 432, affecting S $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 31, Township 18, Range 1 West.

14. Title to all minerals underlying E $\frac{1}{2}$ of SW $\frac{1}{4}$; and SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 31, Township 18, Range 1 West with mining rights and privileges belonging thereto, as reserved in Deed Book 28, Page 581.

15. Easement to Southern Bell Telephone & Telegraph recorded in Deed Book 299, Page 703, affecting the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 31, Township 18, Range 1 West.

16. All easements, liens, encumbrances, restrictions, rights-of-way, any reservations of mineral rights, and other matters of record in the Probate Office of Shelby County, Alabama, together with any deficiencies in quantity of land, easements, discrepancies as to boundary lines, overlaps, etc., which would be disclosed by a true and accurate survey of the property conveyed herein.

AND, this deed is made subject to the following use restriction, which prohibits certain activities as defined for a prescribed period of time, to-wit:


"Affiliated Entity" means any entity that controls, is controlled by, or is under common control with Grantor, including successors by merger, acquisition, or otherwise. "Financial Services Business" means accepting deposits; originating loans; cashing checks; providing automated teller machine services; offering trust services; selling stocks, bonds, or mutual funds; or providing investment advice. No entity or person (including any commercial bank, national bank, state chartered bank, branch bank, savings and loan, credit union, investment firm brokerage house, or mortgage loan office) other than Grantor or an Affiliated Entity may conduct a Financial Services Business from the Property or erect signage on the Property that promotes or announces the proposed opening or operation of any such business. The foregoing restrictions are binding upon Grantee and Grantee's successors and assigns; are deemed to be covenants that touch and concern the land and run with the land; are for the benefit of Grantor and its successors and assigns and its properties located within the same county and state in which the property is located and the counties adjacent thereto; and expire ninety nine (99) years after the recording date of this Deed. Furthermore, as long as Grantor retains any of the following: an ATM, Bank Branch, Loan Production Office, Bank Operations Center or Bank Headquarters, on the parcel adjacent to the Property, said adjacent parcel having a street address of 20 Meadowview Drive, Birmingham, AL 35242 and a legal description of Lot 2, according to Schilleci's Addition to Meadowbrook Corporate Park Phase I, as recorded in Map Book 24, Page 5, in the Probate Office of Shelby County, Alabama; and represented by Shelby County Tax parcel identification number 03-9-31-0-002-019.021; the following uses are prohibited on the Property "Prohibited Use Business": (i) any unlawful use; (ii) any form of establishment employing partially or totally nude entertainers, employees or waiters or waitresses, or any usage as an adult entertainment facility, massage parlor, bathhouse, or facility or entertainment which caters to the prurient interests of patrons, including, without limitation, the depiction of "X-Rated" or sexually explicit conduct or nudity by movies, peep shows, live entertainment, or the sale of books, magazines, or other periodicals or sex-centered objects; (iii) a funeral establishment; (iv) a used car lot; (v) a pawn store; (vi) a thrift store; (vii) a shooting gallery or gun store; (viii) a refinery; (ix) a massage parlor; (x) a tattoo parlor/shop; (xi) an unemployment agency; (xii) a check cashing business; (xiii) a dance hall or billiard or pool hall; or (xiv) veterinary services or overnight stay pet facilities.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, its successors and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S successors and assigns, covenants with GRANTEE, and with GRANTEE'S successors and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; that GRANTOR has a good right to sell and convey the Real Estate; and that GRANTOR will, and GRANTOR'S successors and assigns shall, warrant and defend the same to said GRANTEE, and GRANTEE'S successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has through its duly authorized officer hereunto set its hand and seal this the 3rd day of September, 2020.

Millennial Bank
an Alabama state banking corporation


By: 
Brad Collins
Its: Chief Executive Officer

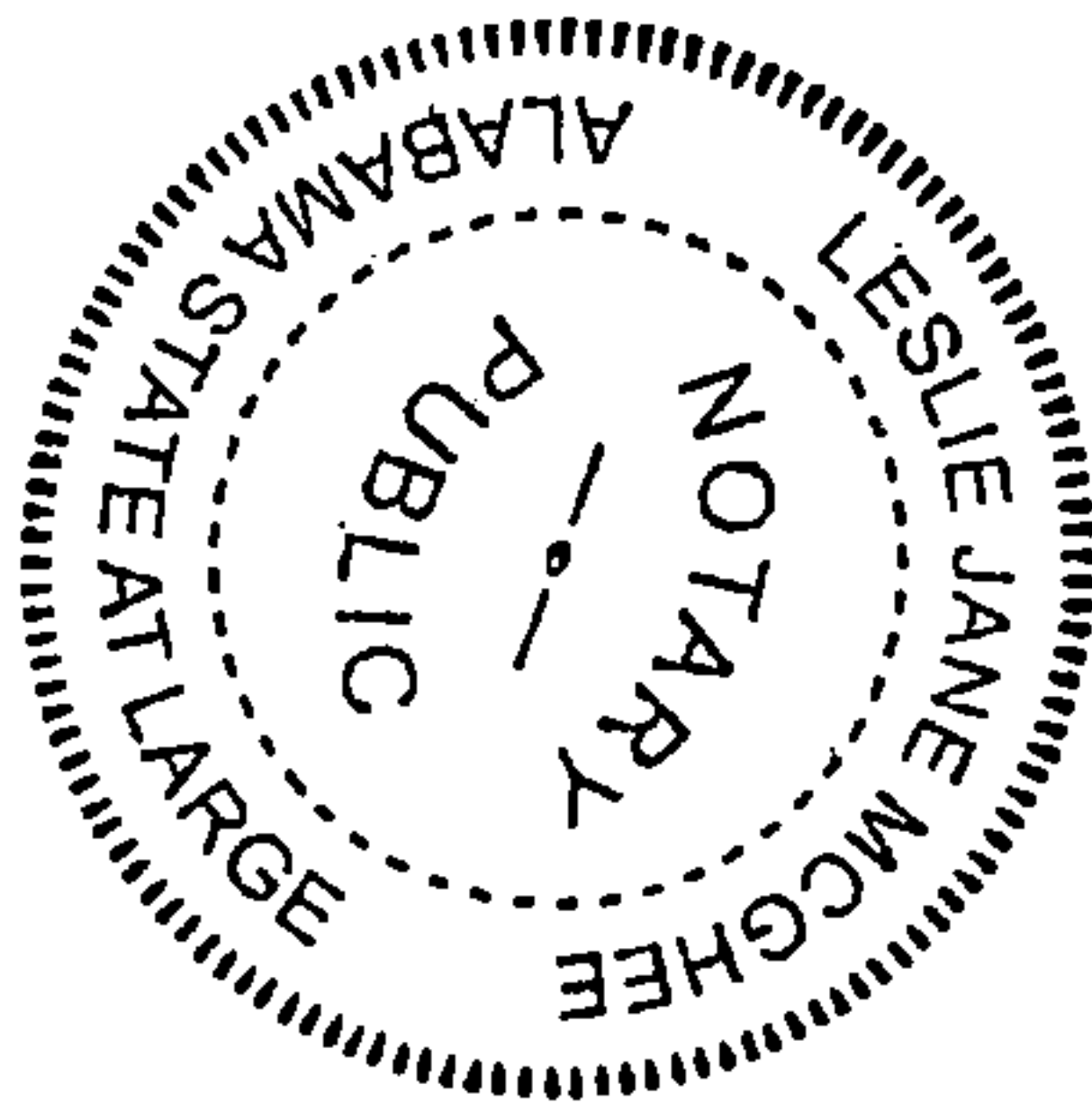
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Brad Collins, whose name as Chief Executive Officer of Millennial Bank, an Alabama state banking 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, signed the same voluntarily for and as the act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 3rd day of September, 2020.


NOTARY PUBLIC
My Commission Expires: 8/3/2021


20200916000414980 3/4 \$221.00
Shelby Cnty Judge of Probate, AL
09/16/2020 12:17:15 PM FILED/CERT



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Millennial Bank

Grantee's Name Southern Care Internal Medicine, P.C.

Mailing Address 7924 Parkway Drive
Leeds, AL 35094

Mailing Address 2827 Greystone Commercial Blvd.
Birmingham, AL 35242

Property Address 10 Meadowview Drive
Birmingham, AL 35242

Date of Sale September 4, 2020

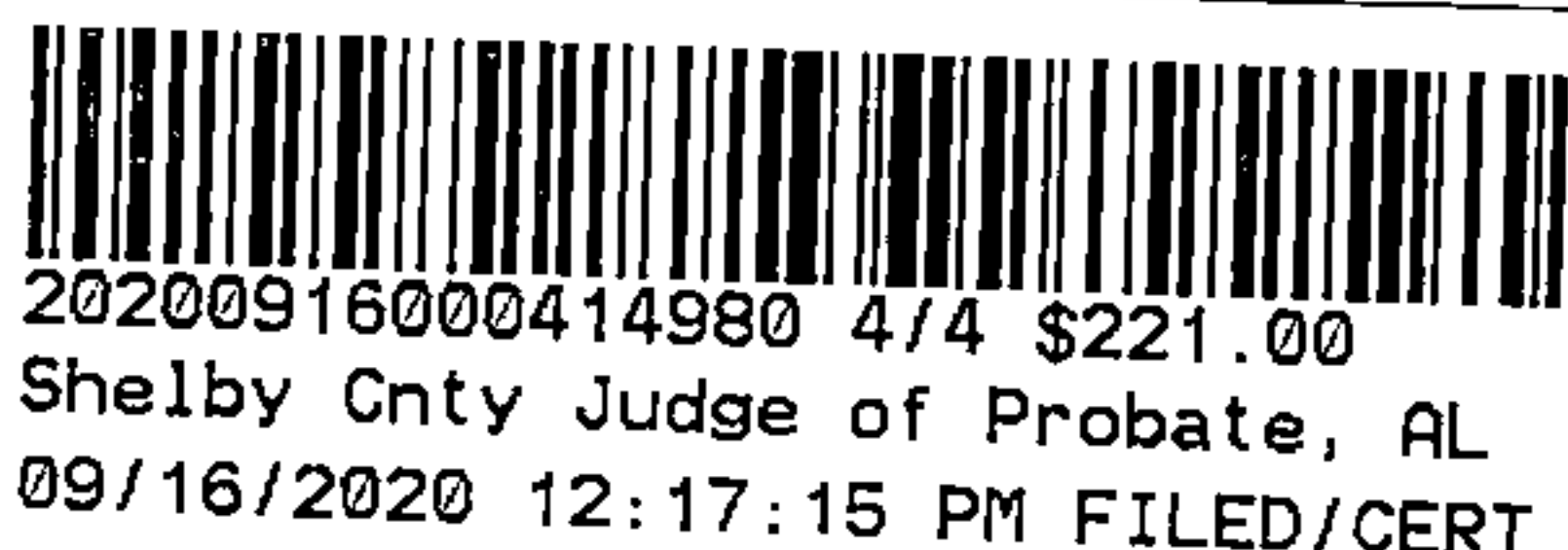
Total Purchase Price \$ 950,000.00

or

Actual Value \$

or

Assessor's Market Value \$



The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal/ Assessor's Appraised Value
☐ Other – property tax redemption

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

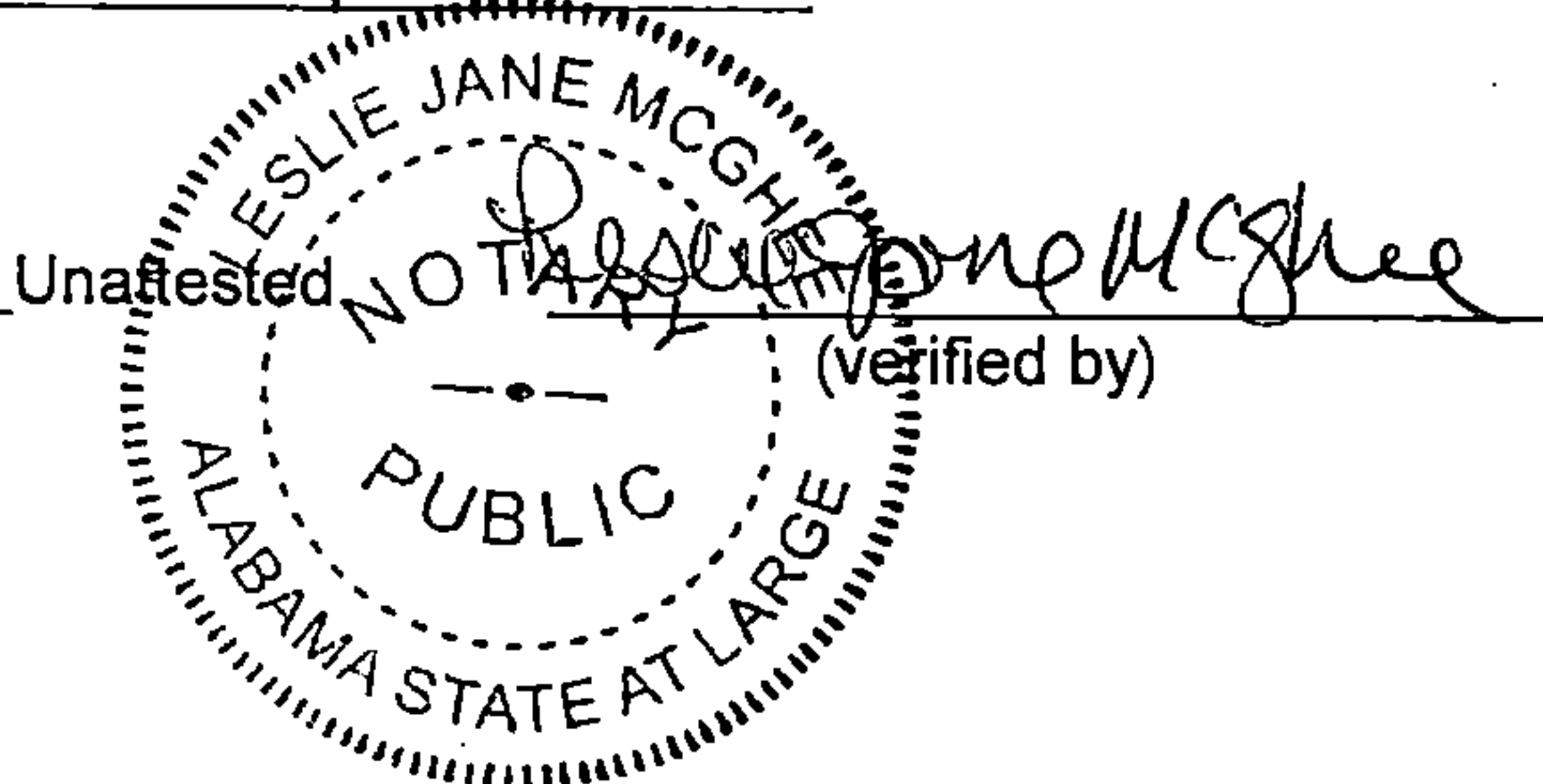
Date

9/3/2020

Millennial Bank

Print Brad Collins, Chief Executive Officer

Unattested



(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one