

2588

This Instrument Prepared By:
Guy V. Martin, Jr.
Thomas, Taliaferro, Forman, Burr & Murray
1600 Bank for Savings Building
Birmingham, Alabama 35203

STATE OF ALABAMA)
JEFFERSON COUNTY)

See Mtg 344-491

DEED

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, this deed conveys a parcel of real property adjacent to and immediately north of a parcel to be conveyed soon hereafter by 280 Double Oak Mountain, Inc. (the "Grantor"); and

WHEREAS, the parties hereto desire and agree that grantor shall retain and reserve full rights of way and easements appurtenant over, under and through the parcel conveyed hereunder for the benefit of grantor as owner and mortgagee of said parcel lying south of the parcel conveyed hereunder; and

WHEREAS, the parties desire and agree that the abovesaid reservation of easements appurtenant and rights of way shall be rendered null and void under certain circumstances described herein below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the reservations hereinafter set forth, the undersigned grantor does hereby grant, bargain, sell and convey unto Thompson Properties 120 AA 370 Ltd., an Alabama Limited Partnership, its successors and assigns, that certain parcel of real estate situated in Shelby County, Alabama, and described in Exhibit "A" attached hereto and made a part hereof in its entirety, said parcel hereinafter referred to as "Parcel North".

See Capital Release 11-6-81
Book 49 Page 775 11-6-81
BOOK 290 PAGE 842

RESERVATION OF EASEMENTS AND RIGHTS OF WAY - Grantor

expressly reserves full rights of ingress and egress, rights of way and easements appurtenant to the extent of the customary width thereof (and, in the case of any road, to the extent of fifty (50) feet in width), upon, over, across, through, under and into the parcel hereunder ("Parcel North"), to any and all utilities, (whether sewer, water, gas, electricity or other utilities), roads, or other improvements existing or hereafter placed in, upon, alongside, near, under, above, adjacent to, or over any part of Parcel North. The locations, purposes, uses, depth, construction, design, appearance, maintenance, and general nature of such easements and rights of way shall be determined according to the sole discretion of grantor as if grantor were itself owner in fee, without encumbrance, of Parcel North, provided that no such location, use, construction or appearance shall be such as to unreasonably hinder the use, enjoyment, or development of this property by grantee. **/ [signature]

The above reservations shall be for the benefit of grantor as owner and mortgagee of that parcel lying south of and adjacent to Parcel North, said south parcel being described as follows (hereinafter referred to as "Parcel South"):

All the lands conveyed under that deed from Joan L. Hicks and James J. Hicks to MYCA, Inc., as Trustee, dated June 29, 1973, and recorded in Deed Book 281, Page 213, of the Probate Office of Shelby County, Alabama, and under that deed from Shamrock Enterprises, Inc., to Oak Mountain Estates, Inc., dated December 7, 1959, and recorded in Deed Book 206, Page 448, of said Probate Office, LESS said Parcel North conveyed under this deed described in Exhibit "A" attached hereto.

Grantor retains said rights of way and easements appurtenant to itself, its successors and assigns, with full right to convey or otherwise transfer the same to any person or organization with capacity to own the same.

The parties hereto expressly agree that the abovesaid reservations shall terminate and be of no force and effect in the event the following

[signature] described mortgages are satisfied in full:

**/ [signature] It is agreed, however, that such rights of way and easements appurtenant shall continue to serve the dominant tenement regardless of whether the latter ~~the latter~~ PARCELS SOUTH NORTH ARE subdivided or otherwise more intensively developed.



1. That certain mortgage of even date herewith executed by grantee in favor of grantor and securing the conveyance hereunder of those lands described in Exhibit "A" attached hereto.
2. That certain mortgage executed heretofore in favor of grantor securing the conveyance of Parcel South described above.

It is further agreed, however, that the abovesaid reservations shall likewise terminate in the event grantee conveys to grantor all the right, title or interest of grantee to the parcel conveyed hereunder in Parcel South less parcels released by grantor pursuant to the terms and conditions of those mortgages in favor of grantor securing the instant conveyance and the conveyance of Parcel South.

All covenants, reservations, and other agreements made within this instrument shall bind the successors and assigns of the undersigned, and every right and privilege herein reserved or secured to the grantor shall inure to the benefit of its successors and assigns, but not to the benefit of the holders of the prior encumbrances set forth on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD, to the said grantee, its successors and assigns forever.

And said grantor does for itself, its successors and assigns, covenant with said grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and 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 said grantor, by its PRESIDENT.

WILLIAM K. MURRAY, who is authorized to execute this conveyance,
has hereunto set his signature and seal, this the 17th day of
FEBRUARY, 1975.

280 DOUBLE OAK MOUNTAIN, INC.

By: [Signature]
Its: President

ATTEST:

[Signature]
Secretary



19750220000008070 4/6 \$.00
Shelby Cnty Judge of Probate, AL
02/20/1975 12:00:00AM FILED/CERT

BOOK 290 PAGE 845

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, J. Michael Rediker, a Notary Public in and for said
County in said State, hereby certify that William K. Murray, whose
name as President of 280 Double Oak Mountain, Inc., 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 17th day of
February, 1975.

J. Michael Rediker
NOTARY PUBLIC

The Parcel Described in this Exhibit
"A" is Hereinabove Referred to as
"PARCEL NORTH"

871
CULARLY SHOWN
ON EXHIBIT "B"
ATTACHED HERE
Www

THIS PARCEL NORTH SUBJECT TO THE FOLLOWING:

1. Easements granted by instruments recorded in Probate Office of Shelby County, Alabama, in Deed Book 109, Page 70; 149, Page 380; 129, Page 418; 111, Page 408; 177, Page 381; 146, Page 408; 124, Page 491; and 124, Page 516.
2. All roads, rights of way or other easements which may exist across any portion of said property.
3. Restrictions and limitations set out in deed to Oak Mountain Estates, Inc., recorded in Deed Book 206, Page 448, in said Probate Office.
4. That portion of SE-1/4 of SW-1/4 of Section 8 excepted in that deed recorded in Deed Book 187, Page 6 of said Probate Office, by virtue of that instrument recorded in Deed Book 176, Page 336 in said Probate Office, together with the right of way referred to therein.
5. Right of way to Shelby County recorded in Deed Book 278, Page 893 of said Probate Office.
6. That certain mortgage by and between 280 Double Oak Mountain, Inc., an Alabama corporation, as mortgagor and Wilmer S. Poyner, Jr., S. E. Belcher, Jr., Southeastern Homes, Inc., Realty Rental Company, Inc., John B. Davis, H. M. Davis, Jr., and Hamilton Perkins, Jr., as mortgagees dated January 17, 1974, in the amount of \$742,500.00, recorded in Mortgage Book 336, Page 676 of said Probate Office.
7. All easements and rights of way for roads and utilities including the right of way and easement for the new construction of or widening of Highway 200,

8. All and any easements, rights of way, restrictions and other limitations of record including any mineral and mining rights not owned by grantor.
9. Those easements appurtenant and rights of way described within the body of this instrument.
10. Rights of way granted to Shelby County, recorded in Deed Book 135, Page 53 and Deed Book 278, Page 893.
11. Mineral and mining rights excepted as to any part of the insured property in NW 1/4 of SW 1/4 of SW 1/4 of Section 5; SE 1/4 of SE 1/4 of SE 1/4 and SE 1/2 of NE 1/4 of SE 1/4 of SE 1/4 of Section 6, Township 19, Range 1 West, E 1/2 of NE 1/4 of NE 1/4 of Section 7, NE 1/4 of SE 1/4, Section 6, Township 19, Range 1 West, with rights and privileges thereto belonging.
12. Purchase money mortgage from MYCA, INC., as Trustee under Indenture of Trust dated June 7, 1973, to Joan L. Hicks, dated July 5, 1973, filed for record in the Office of the Probate Judge of Shelby County, Alabama, on July 6, 1973, at 10:04 o'clock A.M. and recorded in Mortgage Book 332, Page 288, to secure the principal sum of \$115,500.00.

EXHIBIT "B"

THIS EXHIBIT "B" IS ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED EXECUTED BY 280 DOUBLE OAK MOUNTAIN, INC. TO THOMPSON PROPERTIES 120 AA 370 Ltd. AND TO GARY L. THOMPSON, DATED FEBRUARY 17, 1975.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 FEB 20 AM 9:36
324-491
RECEIVED & FILED AS SUCH
JUDGE OF PROBATE
U.S.C. FILE NUMBER OR
RECORD & INDEX AS SHOWN ABOVE

NW 1/4 of SW 1/4; NW 1/4 of SW 1/4 of SW 1/4 of Section 5;
SE 1/4 of SE 1/4 of SE 1/4 and SE 1/2 of NE 1/4 of SE 1/4 of
of SE 1/4, Section 6;
E 1/2 of NE 1/4 of NE 1/4; S 1/2 of SW 1/4 of NE 1/4;
NE 1/4 of SW 1/4 of NE 1/4; SE 1/4 of NE 1/4; SE 1/4;
S 1/2 of N 1/2 of NE 1/4 of SW 1/4 and N 1/2 of S 1/2 of
NE 1/4 of SW 1/4 of Section 7;
All of Section 8, lying West of Florida Short Route Highway
except that tract belonging to Carolyn C. Smith as described
in Deed Book 127, Page 548; and located in Southwest corner
of SE 1/4 of SW 1/4;
Also the NW 1/4 of NW 1/4 of Section 17, All in Township 19
South, Range 1 West.
Also all of the SW 1/4 of SE 1/4 of Section 5, Township 19
South, Range 1 West lying West of Florida Short Route
Highway except the North 200 feet thereof.
All that part of the N 1/2 of SE 1/4 of Section 6, Township
19 South, Range 1 West, that lies East of center line of
Cahaba Valley Highway right of way, EXCEPT the South 247 1/2
feet thereof.



19750220000008070 6/6 \$.00
Shelby Cnty Judge of Probate, AL
02/20/1975 12:00:00AM FILED/CERT

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