

\$200,000
dkf

This instrument prepared by

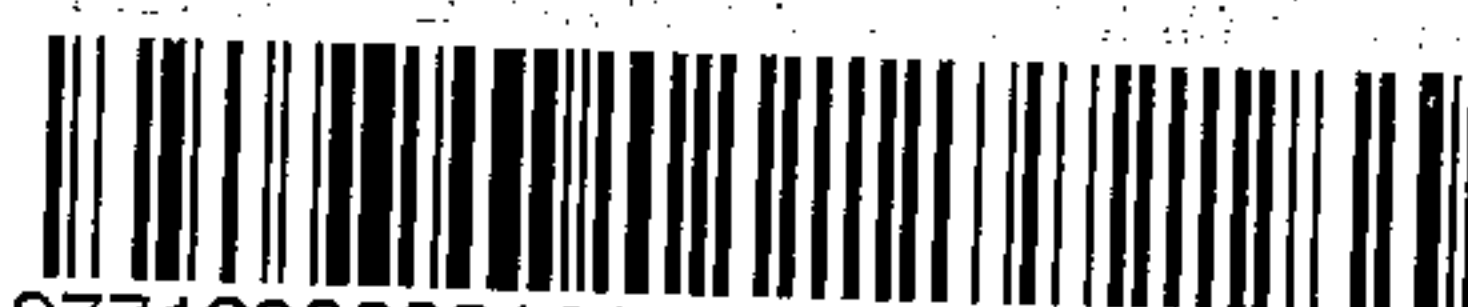
Jerome H. Lanning
1212 Bank for Savings Building
BIRMINGHAM, ALABAMA 35203

STATE OF ALABAMA)

SHELBY COUNTY)

5942

WARRANTY DEED



19771230000141100 1/7 \$.00
Shelby Cnty Judge of Probate, AL
12/30/1977 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That for a good and valuable consideration to the undersigned grantors, in hand paid by the grantees herein, the receipt of which is hereby acknowledged, Alpha Partnership, Ltd., an Alabama limited partnership (herein called "Grantor"), does hereby grant, bargain, sell and convey unto Shelby Mart, Ltd., an Alabama limited partnership (herein called "Grantee") the following described real estate situated in Shelby County, Alabama, to-wit:

Parcel I:

Part of the SW 1/4 of NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: From the Northwest corner of said SW 1/4 of NE 1/4, run east along the north line thereof for 881.83 feet, more or less, to a point on the west right-of-way of U. S. Highway 31; thence turn an angle to the right of 115 degrees 53 minutes and run southwesterly along said west right-of-way line for a distance of 428.99 feet to the point of beginning; thence continue southwesterly along said right-of-way line for a distance of 423.85 feet; thence turn at an angle to the right of 90 degrees and run westerly for a distance of 459.46 feet to a center line of the Old Montgomery Highway; thence turn at an angle of 86 degrees 7 minutes and run northerly along the center line of the Old Montgomery Highway for a distance of 106 feet; thence turn an angle to the right of 12 degrees 9 minutes and run northerly along center line of old highway, 251.86 feet; thence turn at an angle to the right of 55 degrees 51 minutes and run easterly for a distance of 339.48 feet; thence turn at an angle to the right of 115 degrees 53 minutes and run southerly for a distance of 79.35 feet; thence turn at an angle to the left of 90 degrees 0 minute and run easterly for a distance of 125 feet to the point of beginning, said land containing 192,001.35 square feet, more or less.

Parcel II:

Part of the SW 1/4 of NE 1/4 and part of the SE 1/4 of NW 1/4 of Section 12, Township 20 South, Range 3

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West, Shelby County, Alabama, said parts being more particularly described as follows: From the Northwest corner of said SW 1/4 of NE 1/4, run east along the north line thereof for 881.83 feet, more or less, to a point on the west line of the right-of-way of U. S. Highway 31; thence turn at an angle to the right of 115 degrees 53 minutes and run southwesterly along said west right-of-way line for a distance of 944.93 feet to a point; thence turn at an angle to the right of 65 degrees 01 minute and run westerly for a distance of 137.90 feet to the point of beginning; thence continue along the same course for 346.76 feet to center of the Old Montgomery Highway; thence turn at an angle to the right of 111 degrees 06 minutes and run northeasterly along the center of the old highway for a distance of 297.48 feet; thence turn at an angle to the right of 93 degrees 53 minutes and run easterly 334.46 feet; thence turn at an angle to the right of 90 degrees 00 minutes and run southwesterly for a distance of 150.33 feet to the point of beginning, said land containing 73,259.27 square feet, more or less.

Together with a non-exclusive easement and right of way to provide access, ingress and egress to the hereinabove described Parcel I and Parcel II premises over and across any drives providing access to the hereinafter described Parcel A and Parcel B premises from U. S. Highway 31, and from the paved county roads located immediately to the north and the south of said Parcels A and B, and over the paved portion of said Parcels A and B not reserved for parking, to the end that Grantee, and its successors and assigns, and its tenants, licensees and business invitees, shall be permitted reasonable access to said Parcels I and II from U. S. Highway 31 and said paved county roads:

Parcel A:

Part of the SW 1/4 of NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: From the northwest corner of said SW 1/4 of NE 1/4, run east along the north line thereof for 881.83 feet, more or less to a point on the west line of the right-of-way of U. S. Highway 31; thence turn an angle to the right of 115°53' and run southwesterly along said west right-of-way line for a distance of 288.99 feet to a point of beginning; thence continue southwesterly along said west right-

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of-way line for a distance of 140 feet; thence turn at an angle to the right of 90°0' and run westerly for a distance of 125 feet; thence turn at an angle to the right of 90°0' and run northerly for a distance of 79.35 feet; thence turn at an angle to the right 64°7' and run easterly for a distance of 138.94 feet to the point of beginning, said land containing 13,709.64 square feet, more or less.

Parcel B:

Part of the SW 1/4 of NE 1/4 and part of the SE 1/4 of NW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said parts being more particularly described as follows: From the northwest corner of said SW 1/4 of NE 1/4 run east along the north line thereof for 881.83 feet, more or less, to a point on the west line of the right-of-way of U. S. Highway 31; thence turn at an angle to the right of 115°53' and run southwesterly along said west right-of-way line for a distance of 852.84 feet to a point of beginning; thence continue southwesterly along said west right-of-way line for a distance of 92.09 feet; thence turn at an angle to the right of 65°01' and run westerly for a distance of 137.90 feet; thence turn at an angle to the right of 114°59' and run northeasterly for a distance of 150.33 feet; thence turn at an angle to the right of 90°00' and run easterly 125.0 feet to the point of beginning; said land containing 15,192.08 square feet, more or less.

SUBJECT TO:

1. Ad valorem taxes for the year 1978, which said taxes are not due or payable until October 1, 1978 (Beat 17-3000875).
2. Right of Way granted to Alabama Power Company by instrument recorded in Deed Volume 101, Page 513 and Deed Volume 108, Page 380 in the Probate Office of Shelby County, Alabama.
3. Right of way for telephone lines and power lines as same may presently exist that are shown on the Survey of Louis H. Weygand, dated November 23, 1977.
4. Rights outstanding by reason of that lease dated July 21, 1977 with Winn-Dixie Montgomery, Inc., as amended, a short form of the same being recorded at Deed Volume 308, Page 454 et seq. in said Probate Office (the "Winn-Dixie Lease").
5. Restrictions contained in Declaration of Restrictions and Easements recorded Deed Volume 23 Page 11 in said Probate Office.



6. The reserved easements herein provided for.

7. Outstanding zoning ordinances.

(said real estate, together with all improvements thereon, and easements granted herein, are hereinafter referred to as the "Premises").

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

The Grantor does for itself, and for its successors and assigns, covenant with said Grantee, and its successors and assigns, that it is lawfully seized in fee simple of said Premises; that said Premises are free from all encumbrances, except as noted above; that it has good right to sell and convey the same as done hereby; and that it will, and its successors and assigns shall, warrant and defend title to said Premises to the said Grantee, its successors and assigns, against the lawful claims of all persons.

Grantor hereby reserves from the within conveyance a non-exclusive easement and right of way to provide access, ingress and egress over and across all drives providing access to the hereinabove described Parcel I and Parcel II premises from U. S. Highway 31, and from the paved county roads located immediately to the north and the south of said Parcels I and II, and over the paved portion of said Parcels I and II not reserved for parking, to the hereinabove described Parcel A and Parcel B premises, which are located contiguous to and immediately to the east of said Parcels I and II and owned by the Grantor, to the end that Grantor, and its successors and assigns, and its tenants, licensees and business invitees, shall be permitted reasonable access to said Parcels A and B from U. S. Highway 31 and said paved county roads.



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The easement herein reserved is hereby made expressly subject to all of the terms and conditions of hereinabove referenced Winn-Dixie Lease, and to the terms of a lease dated August 10, 1977, between Grantor, as lessor and Eckerds-Alabama, Inc., as lessee, and to any amendments to said leases. The easement herein reserved by Grantor is assignable, and Grantee, by acceptance of this deed, agrees on behalf of itself, and its successors and assigns, to execute and deliver to Grantor, or its successors or assigns, upon request, and in good recordable form, such instruments as may be reasonably required to further evidence or effect the dedication of the easement hereby reserved, the cost of preparing and recording any such instrument to be borne by Grantor.

Grantor further reserves from the within conveyance easements for the purpose of providing sanitary sewer, telephone, power and other utility services to the hereinabove described Parcel A and Parcel B premises, said easements to include the right to construct, maintain and repair a sanitary sewer and such utilities, together with all necessary rights of access, ingress and egress thereto and therefrom. The easement to Parcel A shall be located generally along the northerly line of Parcel I, and the easement to Parcel B located generally along the common lot line separating Parcels I and II. The exact location of said easements, and the engineering and material specifications for the installation of such sewer and/or utilities, shall be subject to the written approval of Grantee and the holder of any mortgage with respect to the Premises of the final location survey and engineering specifications for the installation of the same. The easement herein reserved by Grantor is assignable,

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and Grantee, by acceptance of this deed, agrees on behalf of itself, and its successors and assigns, to execute and deliver to Grantor, or its successors or assigns, upon request, and in good recordable form, such instruments as may be reasonably required to further evidence or effect the establishment of the same, the cost of preparing and recording any such instrument, and any surveying or other engineering work required in connection therewith, to be borne by Grantor. Grantor further agrees, at its expense, to bear all costs incurred in connection with the installation of any such sewer and/or utilities, as well as the cost of repairing and maintaining the same, and of restoring the surface, including any pavement or improvements thereon to substantially the same condition following any such installation or repairs.

IN WITNESS WHEREOF, the undersigned Grantor, Alpha Partnership, Ltd., has caused this instrument to be executed on this 29th day of December, 1977.

Alpha Partnership, Ltd., an
Alabama limited partnership

19771230000141100 6/7 \$.00
Shelby Cnty Judge of Probate, AL
12/30/1977 12:00:00AM FILED/CERT

By: James H. White, III
Thomas H. Rodgers, Jr. Its
General Partners

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that JAMES H. WHITE, III, whose name as General Partner of Alpha Partnership, Ltd., an Alabama limited 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 said instrument, he, as such general partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and seal this 29th day of December, 1977.

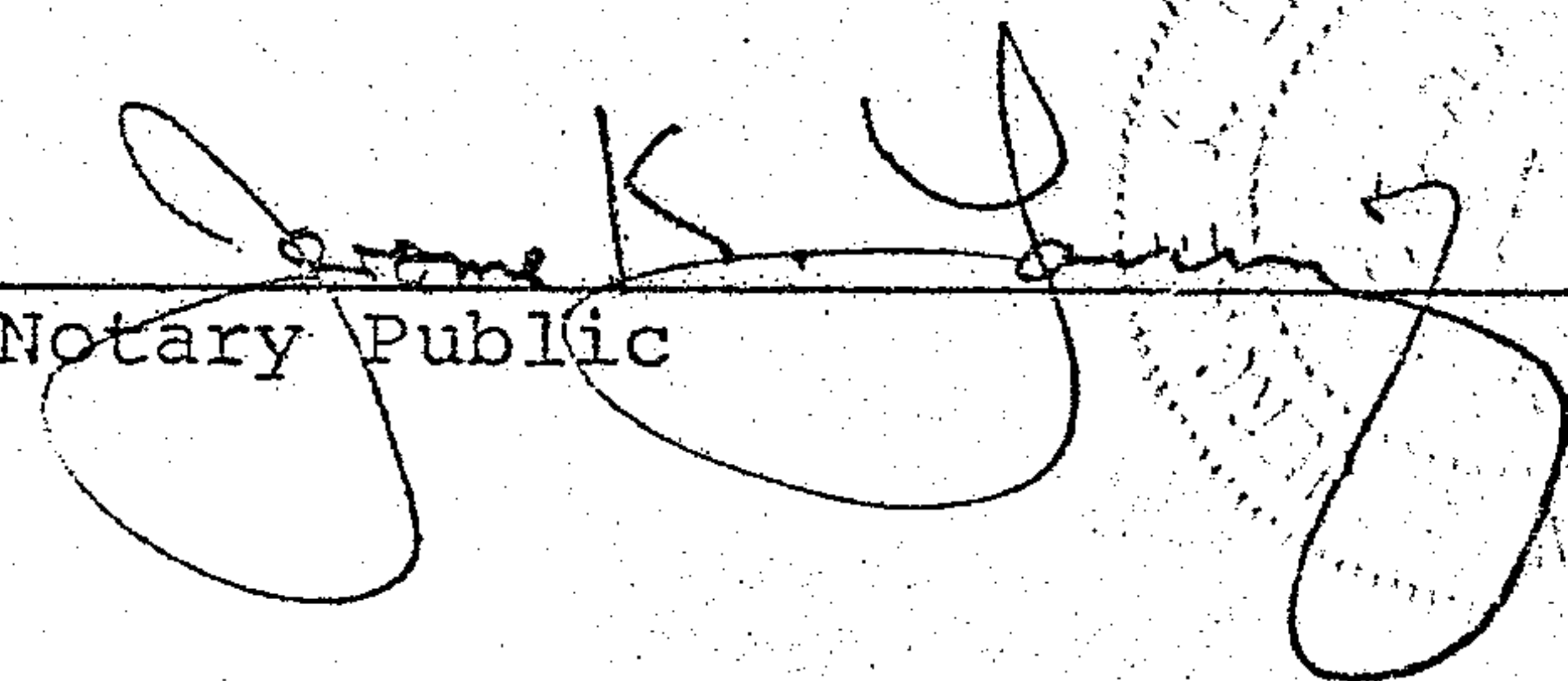
James K. Yarnall
Notary Public

STATE OF ALABAMA)

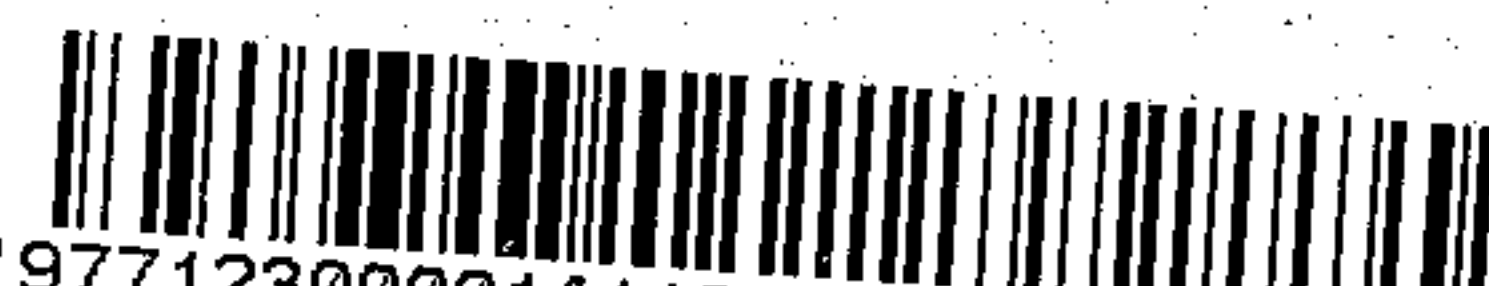
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Thomas M. Rodgers, Jr., whose name as General Partner of Alpha Partnership, Ltd., an Alabama limited 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 said instrument, he, as such general partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and seal this 29th day of December, 1977.


Notary Public

\$200,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.


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Shelby Cnty Judge of Probate, AL
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See Mtg 373 - 108

Rec. 10⁵⁰
Inf. 1⁰⁰

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