

STATE OF ALABAMA)

SHELBY COUNTY)

THE FIRST NATIONAL BANK OF ALABAMA
JEROME K. LANNING
1212 BANK FOR SAVINGS BLDG
BIRMINGHAM, ALABAMA 35203

Consideration: \$150,000.00
plus \$325,000.00 purchase money Mtg
recorded sim.

396
WARRANTY DEED

19800813000088830 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
08/13/1980 00:00:00 FILED/CERTIFIED

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

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' and run Southwesterly along said
West right of way line for a distance of 392.81 feet
to the point of beginning; thence continue South-
westerly along said right of way for a distance of
460.36 feet; thence turn at an angle to the right of
90 degrees and run Northwesterly for a distance of
125 feet; thence turn an angle to the left of 90
degrees 00' and run Southwesterly for a distance of
18 feet; thence turn an angle to the right of 90
degrees 00' and run Northwesterly for a distance of
333.22 feet to the center line of the Old Montgomery
Highway; thence turn an angle to the right of 86
degrees 07' and run Northerly along the center line
of the Old Montgomery Highway for a distance of
124.34 feet; thence turn an angle to the right of
12 degrees 09' and run Northerly along the centerline
of Old Highway, 251.86 feet; thence turn at an angle
to the right of 55 degrees 51' and run Easterly for
a distance of 389.50 feet; thence turn at an angle
to the right of 115 degrees 53' and run Southerly
for a distance of 65 feet; thence turn at an angle
to the left of 90 degrees 00' and run Easterly for
a distance of 80 feet to the point of beginning,
said land containing 205,114 square feet, more or less.

SUBJECT TO:

1. Ad valorem taxes for the year 1980, which said taxes are not due or payable until October 1, 1980.
2. Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 101, Page 513 and Deed Book 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 January 2, 1979.
4. Rights and restrictions 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 Book 308, Page 454 et seq. and amended in Deed Volume 311, Page 942, and Deed Volume 314, Page 858 in said Probate Office.
5. Restrictions contained in Declaration of Covenants and Restrictions recorded in Misc. Volume 23, Page 178, Misc. Volume 25, Page 29, and Misc. Volume 29, Page 91, which contain no reversionary clause.
6. Easements reserved in Deed recorded Deed Book 309, Page 576 in said Probate Office.
7. Rights outstanding by reason of lease dated August 10, 1977 with Eckerd's - Alabama, Inc., as amended.
8. Rights of parties in possession under existing leases.
9. Outstanding zoning or other ordinances or regulations, if any, of governmental authorities having jurisdiction.
10. The terms and conditions of that certain mortgage from Shelby Mart, Ltd. to The First National Bank of Birmingham recorded in Mortgage Book 373, Page 108, and Corrective Mortgage filed in Mortgage Book 377, Page 647, as assigned to Liberty National Life Insurance Company by instrument recorded in Misc. Volume 29, Page 346 in said Probate Office, which mortgage Grantee hereby assumes and agrees to pay.
11. Assignment of Leases and Rents recorded in Misc. Volume 25, Page 60, Misc. Volume 29, Page 351, and Misc. Volume 29, Page 334, and assigned to Liberty National Life Insurance Company by instrument recorded in Misc. Volume 29, Page 348 in said Probate Office.

(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.

IN WITNESS WHEREOF, the undersigned Grantor, Shelby Mart, Ltd., has caused this instrument to be executed on this 14th day of July, 1980.

Shelby Mart, Ltd., an
Alabama limited partnership

By: James H. White III
James H. White, III, General Partne

By: Thomas M. Rodgers, Jr.
Thomas M. Rodgers, Jr., General Partn

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 and Thomas M. Rodgers, Jr. whose names as General Partners of Shelby Mart, Ltd., an Alabama limited partnership, are signed to the foregoing instrument, who are known to me, and who constitute all of the general and limited partners of said limited partnership, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such general partners, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under by hand and seal this 14th day of July, 1980.

James H. White III
Notary Public

\$325,000 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

SHIRLEY A. JONES, JR.
JULY 1980

AUG 13 AM 8:14

Rec'd 150.00
Spec. 4.50
Ind. 1.00
155.50

BOOK 327 PAGE 918