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Prepared by Douglas Corretti Corretti & Newsom 1304 7th Avenue North Birmingham, AL 35203

198103050000025310 Pg 1/3 .00 Shelby Cnty Judge of Probate; AL 03/05/1981 00:00:00 FILED/CERTIFIEC

THE STATE OF ALABAMA
COUNTY OF SHELBY

DEED

(REMAINDER)

FOR VALUE RECEIVED, the undersigned, Riverchase Office Plaza Company, an Alabama General Partnership ("Grantor"), does hereby grant, bargain, sell and convey unto Continental American Life Insurance Company ("Grantee") that certain parcel of land in the City of Hoover, County of Shelby, Alabama, more partiuclarly described in Exhibit A attached hereto and made a part hereof ("Premises").

Excepting and reserving to Grantor, and its successors in title, the Improvements hereinafter described:

All footings and foundations, columns, piles, improvements, fixtures, equipment and other installations below ground level, as well as the building and improvements erected thereon, situated and being above ground level and for which the land below such ground level furnishes a surface support (said building and improvements, and any replacements thereof, being hereinafter termed the "Improvements") which (subject to the provisions of a certain Lease agreement of even date herewith between Grantor and Grantee) are and shall remain real property and the sole and exclusive property of the Grantor and its successors in title as aforesaid.

Grantee, by its acceptance of this deed, for itself and its successors in title to the Premises, agrees to the foregoing exception and reservation, and Grantee acknowledges that it is acquiring no right, title, interest or claim whatsoever in and to the Improvements located and situated on and under said land.

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Grantee, by its acceptance of this deed, for itself and its successors in title to the Premises, agrees to the foregoing exception and reservation, and Grantee acknowledges that, by this deed, it is acquiring no right, title, interest or claim whatsoever in the Improvements.

Crantor does hereby warrant unto Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of said real property and that same is free of all encumbrances, except as otherwise stated herein; that Grantor 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 claim of all persons.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed on this \_\_\_\_\_ day of March, 1981, by its General Partners, who are thereunot duly authorized.

William Moss Bishop, General Partner

Pryor/A. Williams, Jr., General Partner

THE STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James D. Davenport, Robert L. Roebuck, William Moss Bishop and Pryor A. Williams, Jr., whose names as General Partners of Riverchase Office Plaza Company, an Alabama General Partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such General Partnership and with full authority, executed the same voluntarily for and as the act of said General Partnership.

Given under my hand and official seal, this 4 day of March, 1981.

Notary Public

My commission expris Sept 26. "

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The following is a description of a tract of land situated in the West 1/2 of the SW 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of Section 19; thence North along the West line of said Section, 1,266.48 feet; thence 90 degrees 00 minutes 00 seconds right 738.62 feet to the point of beginning; thence 09 degrees 42 minutes 33 seconds left, 267.39 feet; thence 80 degrees 17 minutes 46 seconds left 20.00 feet; thence 46 degrees 16 minutes 06 seconds right, 38.34 feet; thence 43 degrees 43 minutes 54 seconds right 32.24 feet to the Westerly right of way of Parkway Lake Drive and a curve to the right, said curve having a central angle of 22 degrees 31 minutes 43 seconds and a radius of 670.00 feet; thence 88 degrees 32 minutes 17 seconds right to tangent of said curve and along said right of way and the arc of said curve 263.44 feet; thence tangent to said curve and along said right of way 47.65 feet; thence 62 degrees 43 minutes 00 seconds right, leaving said right of way 354.46 feet; thence 90 degrees 00 minutes 00 seconds right, 20.00 feet; thence 40 degrees 45 minutes 09 seconds right, 59.40 feet; thence 49 degrees 14 minutes 51 seconds right, 13.00 feet; thence 69 degrees 20 minutes 00 seconds left, 184.83 feet to the point of beginning.

Together with those certain easements recorded in Volume 33/, page 5/2, in the Probate Office of Shelby County, Alabama.

Excepting and reserving also to Grantor, its successors and assigns, a ten-foot easement for the construction, operation and maintenance of utility poles, wires, pipelines, and other appliances to serve the real property located immediately to the west of the Premises, the centerline of said easement to run five feet to the south of and parallel to the 267.39' northerly boundary of the Premises, said centerline to be extended along the same course both to the southwest and to the northeast until it intersects with the westerly and easterly boundaries of the Premises.

## SUBJECT TO:

- 1. Ad valorem property taxes for tax year 1981;
- 2. Easement to Alabama Power Company recorded in Volume 315, page 790 in the Probate Office of Shelby County, Alabama, and as shown on survey of Weygand, dated 1/20/81.
- 3. Easement to Alabama Power Company recorded in Volume 322, page 666 in the Probate Office of Shelby County, Alabama, as amended by instrument recorded in Volume 331, page 507, in said Probate Office.
- 4. Restrictions recorded in Misc. Volume 19, page 633 in said Probate Office.
- 5. Mineral and mining rights and rights incident thereto recorded in Volume 127, page 140 in said Probate Office.
- 6. Land use agreement recorded in Misc. Volume 19, page 690 in said Probate Office.
- 7. Agreement with Alabama Power Company recorded in Misc. Volume 15, page 401 in said Probate Office, and as shown on survey of Weygand, dated 1'20/81.
- 8. That certain easement recorded in Volume 331, page 5/2 in said Frobate Office, and as shown on survey of Weygand dated 1/20/81.
- 9. Utility, flood and recreation easement recorded in Volume 311, page 545 in said Probate Office, and as shown on survey of Weygand dated 1/20/81.