

Bru Gordon  
(Name) Gordon, Silberman, Loeb, Cleveland  
& Gordon, P. A.  
(Address) 1500 Colonial Bank Building  
Birmingham, Alabama 35203



**Cahaba Title, Inc.**

1970 Chandalar South Office Park  
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

WARRANTY DEED

STATE OF ALABAMA

COUNTY }

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Forty-Four Thousand Four Hundred Forty-Four and no/100 Dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I  
or we,

**Burnie Arnold Higginbotham, Jr. and wife, Carolyn A. Higginbotham**

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

**Burger King Limited Partnership II**

(herein referred to as grantee, whether one or more), the following described real estate, situated in **Pelham,**  
**Shelby** County, Alabama, to-wit:

Lot 6 and the North one half of Lot 7, of Block 1, Pelham Estates as recorded in  
Map Book 3 on Page 57 in the office of the Probate Judge of Shelby County, Alabama,  
less and except that part of same said Lots 6 and N $\frac{1}{2}$  of Lot 7, Block 1, Pelham  
Estates, that is incorporated into the right of way of highway 31 (U.S. 31 South),  
same said property being described more particularly by metes and bounds as follows:

Commence at the Southwest corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 13, Township 20  
South, Range 3 West, Shelby County, thence run easterly along the south line of said  
quarter-quarter 552.40' to a point on the east right of way line of U. S. Highway  
31 (So) and the Northwest corner of Lot 1, Block 1, of Pelham Estate, thence run  
southerly along the said east right of way line of said Highway 31 a chord distance  
of 500.22' to the northwest corner of Lot 6, of Block 1, Pelham Estates and the  
point of beginning of the property being described, thence turn angle of 78° 42' 27"  
left from cord and run S 88° 21' 36" E a distance of 272.24' to an iron pin, thence  
turn an int. angle of 99° 20' 19" and run S 07° 41' 55" E a distance of 150.06' to an iron  
pin, thence turn an int. angle of 80° 27' 13" and run N 88° 09' 08" W a distance of 267.22'  
(See attached Exhibit A for further description)

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And ~~I~~ (we) do, for myself (ourselves) and for ~~my~~ (our) heirs, executors and administrators, covenant with said grantee, his,  
her or their heirs and assigns, that ~~I~~ (we) are lawfully seized in fee simple of said premises; that they are free from all en-  
cumbrances, unless otherwise stated above; that ~~I~~ (we) have a good right to sell and convey the same as aforesaid; that ~~I~~ (we)  
will, and ~~my~~ (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their  
heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, ~~xx~~ (we) have hereunto set ~~my~~ (our) hand(s) and seal(s) this 7th  
day of March, 19 83

(SEAL)

*Burnie Arnold Higginbotham, Jr.*  
Burnie Arnold Higginbotham, Jr.

(SEAL)

(SEAL)

*Carolyn A. Higginbotham*  
Carolyn A. Higginbotham

(SEAL)

(SEAL)

(SEAL)

STATE OF ALABAMA

JEFFERSON

COUNTY }

General Acknowledgment

I, the undersigned, a Notary Public in and for said County,  
in said State, hereby certify that **Burnie Arnold Higginbotham, Jr. and Carolyn A. Higginbotham,**  
husband and wife,

whose name(s) 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of March, A.D. 19 83

*Jack A*

Form Ala. 30

*Burnie Arnold*  
Notary Public

EXHIBIT A

TO DEED FROM BURNIE ARNOLD HIGGINBOTHAM, JR., AND CAROLYN A. HIGGINBOTHAM  
TO BURGER KING LIMITED PARTNERSHIP II  
Executed March 7, 1983

to a steel spike on the East right of way line of U. S. Highway 31, thence turn an int. angle of  $101^{\circ} 30' 01''$  and run  $N 09^{\circ} 39' 09'' W$  a distance of 150.01' to a steel spike on the east right of way line of said Highway, U. S. 31, and the point of beginning, containing 39,796 square feet, 0.9136 acre.

Grantors reserve to themselves a non-exclusive drive easement over said parcel more particularly described as follows:

Beginning at the southwestern corner of the above-described tract, thence running north  $9^{\circ} 39' 9''$  west along the right-of-way of U. S. Highway No. 31 for five feet to a point, thence departing said right-of-way and running south  $88^{\circ} 9' 8''$  east for 15 feet to a point, thence running south  $9^{\circ} 39' 9''$  east for 5 feet to a point on the southern line of the above-described tract, thence running north  $88^{\circ} 9' 8''$  west along the southern line of the tract for 15 feet to an iron pin and the point of beginning, said easement containing 73 sq. ft. or 0.0017 acres.

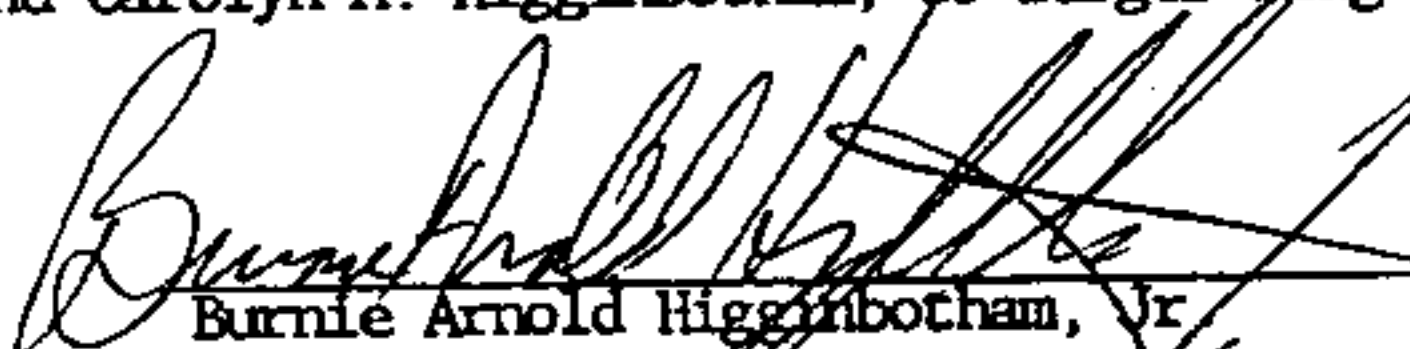
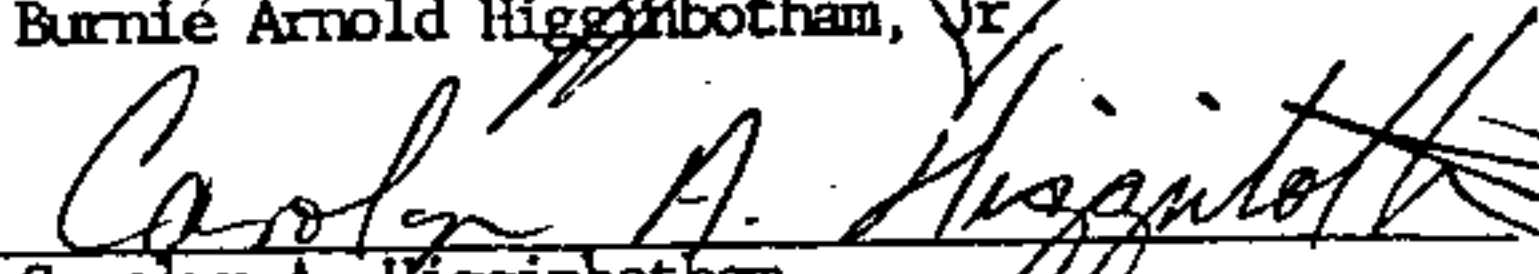
Grantors also grant to Grantee a perpetual non-exclusive 30.42 foot easement over Grantors' adjacent property for the purpose of ingress and egress, more particularly described as follows:

Beginning at the southeastern corner of the above-described tract, thence running south  $7^{\circ} 41' 55''$  east along the rear line of Lots 7 and 8 for 142.72 feet to an iron pin set, said iron pin being 20 feet from the existing center line of Vance Street 40 foot right-of-way on the northern right-of-way of Vance Street, thence running north  $88^{\circ} 9' 40''$  west along said right-of-way for 30.42 feet to an iron pin; thence departing said right-of-way and running north  $7^{\circ} 41' 55''$  west for 142.72 feet to an iron pin on the southern line of the above-described tract, thence running south  $88^{\circ} 9' 8''$  east for 30.42 feet to an iron pin and the point of beginning, said easement containing 4,282 sq. ft. or 0.0983 acres.

Grantors also grant to Grantee a perpetual non-exclusive 6 foot easement over Grantors' adjacent property for the purpose of erection of a sign, more particularly described as follows:

Beginning at the southeastern corner of 30 foot ingress-egress easement, thence running north  $88^{\circ} 9' 40''$  west along a right-of-way of Vance Street for 3 feet to a point, thence departing said right-of-way and running north  $7^{\circ} 41' 55''$  west for 6 feet to a point, thence running south  $88^{\circ} 9' 40''$  east for 3 feet to a point on the eastern line of the 30 foot ingress-egress easement, thence running south  $7^{\circ} 41' 55''$  east along the eastern line of said easement for 6 feet to an iron pin and the point of beginning, said easement containing 18 sq. ft or 0.0004 acres.

The above is the true and correct Exhibit A to that certain Deed executed March 7, 1983, by Burnie Arnold Higginbotham, Jr. and Carolyn A. Higginbotham, to Burger King Limited Partnership II.

  
Burnie Arnold Higginbotham, Jr.  
  
Carolyn A. Higginbotham

BOOK 345 PAGE 633

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1983 MAR 11 AM 9:11 Recd Tax 14450  
Rec 300  
Ind. 100  
14850  
JUDGE OF PROBATE