

CONSIDERATION: \$166,600.00

1373

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
SHELBY COUNTY

SEND TAX NOTICE TO: PEAK, INC.

703 Brook Highland Lane
Birmingham, Alabama 35243

KNOW ALL MEN BY THESE PRESENTS, That in Consideration of Ten and no/100 Dollars, to the undersigned grantor, INVESTMENT SOUTHEASTERN, LTD., a Georgia Limited Partnership, in hand paid by PEAK, INC., the receipt of which is hereby acknowledged, the said INVESTMENT SOUTHEASTERN, LTD., a Georgia Limited Partnership, does by these presents, grant, bargain, sell and convey unto the said PEAK, INC., the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 10-A, according to a resurvey of Lot 10, CAHABA PARK SOUTH, as recorded in Map Book 11, Page 89, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

Title to this property is hereby conveyed subject to those exceptions set forth in Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, to the said PEAK, INC., its heirs and assigns forever.

And said INVESTMENT SOUTHEASTERN, LTD., a Georgia Limited Partnership does for itself, its successors and assigns, covenant with said PEAK, INC., its heirs and assigns, that it is lawfully seized in fee simple of said premises as encumbered by those items set forth in Exhibit "A", attached hereto, that said premises are free from all encumbrances other than those set forth in Exhibit "A", attached hereto, 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 PEAK, INC., its heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said INVESTMENT SOUTHEASTERN, LTD., a Georgia Limited Partnership by PLAZA DEVELOPMENTS, INC., its general partner, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 16 day of November, 1987.

ALL OF THE ABOVE CONSIDERATION WAS PAID FROM A MORTGAGE RECORDED SIMULTANEOUSLY HERewith.

INVESTMENT SOUTHEASTERN, LTD.

by: PLAZA DEVELOPMENTS, INC.
Its General Partner

BY:

L. H. Hearn
President

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that L. H. Hearn, whose name as President of PLAZA DEVELOPMENTS, INC., General Partner of INVESTMENT SOUTHEASTERN, LTD., a Georgia Limited Partnership, 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 in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 16 day of November, 1987.

Notary Public, Clayton County, Georgia
My Commission Expires Oct. 16, 1989

My commission expires: _____

Delores Jean Seward
Notary Public

Mike

EXHIBIT "A"

Exceptions

1. Ad valorem taxes for the tax year commencing October 1, 1988.
2. Transmission line permit to Alabama Power Company recorded in Deed Book 285, Page 802, and in Deed Book 347, Page 105, in the Probate Office of Shelby County;
3. Restrictions and Covenants contained in Covenant and Agreement dated August 20, 1985, by and among the Water Works Board of the City of Birmingham (the "Water Works"), Investment Southeastern, Ltd. ("ISE"), 280 Associates, Ltd. ("280"), and Kovach-Eddleman Properties ("KEP"), recorded in the Office of the Judge of Probate of Shelby County, in Real Volume 069, Page 393;
4. Restrictions and Covenants contained in Declaration of Protective Covenants and Agreements dated April 16, 1985, of 280 and KEP, recorded in Real Volume 37, Page 96, Probate Office of Shelby County, as amended by that Amendment to Declaration of Covenants dated August 7, 1985, recorded in Real Volume 51, Page 996, Probate Office of Shelby County, Alabama;
5. Signage, Landscaping, and other Covenants and Restrictions contained in August 12, 1985, letter to Shelby County Planning Commission from Horizon 280 Associates and approved by ISE;
6. Restrictions and Covenants contained in Declaration of Easements of ISE dated April 7, 1986, recorded in Real Volume 71, Page 925, Probate Office of Shelby County, the obligations of Grantor with respect to which Declaration in regard to the property conveyed by this Deed, Grantee hereby assumes by accepting this Deed;
7. Easement for storm sewer to 280, recorded in Real Volume 71, Page 994, Probate Office of Shelby County;
8. Restrictions and Covenants in Agreement dated August 7, 1985 between ISE, KEP and 280, recorded in Real Volume 38, Page 71, Probate Office of Shelby County;
9. Restrictions and Covenants contained in Reciprocal Easement Agreement dated August 7, 1985 between ISE, KEP and 280, recorded in Real Volume 38, Page 59, Probate Office of Shelby County;
10. Sanitary Sewer Easement in favor of Cahaba Water Renovation Systems, Inc. dated April 16, 1986, recorded in Real Volume 72, Page 01, Probate Office of Shelby County;
11. Easement in favor of Alabama Power Company dated February 7, 1986, recorded in Real Volume 67, Page 559, Probate Office of Shelby County;
12. Easements for underground gas, water and telephone utilities as well as storm and sanitary sewer within areas reserved for easements as reflected on that Subdivision Plat of a Resurvey of Lot 10, Cahaba Park South, prepared by Walter Schoel Engineering Co., as recorded in Map Book ___, Page ___, Probate Office of Shelby County;

13. Restrictions and Covenants contained in Declaration of Protective Covenants and Agreements dated September 30, 1985, of ISE, recorded in Real Volume 71, Page 931, and in Real Record 087, Page 644, in Probate Office of Shelby County.

14. A non-exclusive sewer easement to Kovach and Eddleman, dated May 13, 1986, recorded in Real Record 073, Page 986, in Probate Office of Shelby County, Alabama.

15. An easement, which ISE, as grantor under this Deed, hereby reserves for utilities in that portion of the property conveyed by this Deed, which is bounded by the boundary of the property adjacent to Cahaba Park Circle, that part of the common boundary with Lot 10-A of Cahaba Park South extending from Cahaba Park Circle five feet in a southeasterly direction, a boundary line parallel with and five feet from the Cahaba Park Circle boundary, and that part of the common boundary with Lot 8 of Cahaba Park South extending from Cahaba Park Circle five feet in a southeasterly direction, as well as in that portion of the property conveyed by this Deed, which is bounded by the common boundary between said property and Lot 10-B of Cahaba Park South, that part of the common boundary with Lot 10-D of Cahaba Park South extending from the boundary with Lot 10-B southwesterly a distance of 7.5 feet, a boundary line parallel with and 7.5 feet from the common boundary line with Lot 10-B, and that part of the boundary adjoining Cahaba Park Circle extending 7.5 feet in a southwesterly direction from the boundary with Lot 10-B. Said easement is hereby reserved for use of ISE and its successors in title for the benefit of Lots 10-B, 10-C and 10-D of Cahaba Park South, and shall include the right and privilege to install, construct, maintain, repair and replace such utility lines, equipment, and other utilities related structures as shall be used for the benefit of all or any portion of Lots 10-B, 10-C or 10-D.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 NOV 20 AM 9:00
Thomas B. [Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		7.50
4. Indexing Fee		1.00
TOTAL		8.50