

3701

WARRANTY DEED

Send Tax Notice To:
 Southbrook Village Shopping
 Center, Ltd.
 c/o Mr. Ernest Joseph
 1560 Montgomery Highway
 Suite 212
 Birmingham, Alabama 35216

IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned, JOE J. JOSEPH and ERNEST A. JOSEPH (the "Grantors") do hereby grant, bargain, sell and convey unto SOUTHBROOK VILLAGE SHOPPING CENTER, LTD. (the "Grantee"), an Alabama limited partnership formed by Agreement dated June 12, 1986, the following described property (the "Subject Property"), situated in Shelby County, Alabama:

A parcel of land situated in the Northeast $\frac{1}{4}$ of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama and more particularly described as follows; Commence at the Southwest corner of the North One Half(North $\frac{1}{2}$) of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 2; thence in an easterly direction along the South line thereof and the North right of way line of 6th Avenue S. W., a distance of 790.66 feet; thence 141 degrees, 22 minutes, 49 seconds left in a northwesterly direction, a distance of 303.59 feet; thence 90 degrees right in a northeasterly direction, a distance of 315.00 feet to the Point of Beginning; thence 90 degrees left in a northwesterly direction, a distance of 150 feet; thence 90 degrees right in a northeasterly direction, a distance of 343.19 feet to a point in JOHN ALLEN BRANCH; thence 88 degrees, 27 minutes, 44 seconds right in a southeasterly direction along said branch, a distance of 44.09 feet; thence 1 degree, 00 minutes, 24 seconds left in a southeasterly direction along said branch, a distance of 126.72 feet; thence 92 degrees, 32 minutes, 40 seconds right in a southwesterly direction, a distance of 211.0 feet; thence 90 degrees left in a southeasterly direction, a distance of 330.0 feet; thence 90 degrees right in a southwesterly direction, a distance of 139.0 feet; thence 90 degrees right in a northwesterly direction, a distance of 350.67 feet to the Point of Beginning;

The full purchase price was paid from a mortgage loan executed simultaneously.

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The Subject Property does not constitute the homestead of either Grantor. The Grantors intend that this conveyance, for federal income tax purposes, be treated as a contribution to the capital of the Grantee limited partnership.

This conveyance is made subject to ad valorem taxes for the current tax year, and to the following instruments of record:

1. Transmission Line Permit to Alabama Power Company, as shown by instrument recorded in Deed Book 55, Page 586;
2. Easement to Alabama Power Company, as shown by instrument recorded in Real 41, Page 845;
3. Easements to South Central Bell, as shown by instruments recorded in Real 42, Page 966, and in Deed Book 342, Page 939; and

✓ Charles Little

4. Indenture of Establishment of Protective Covenants, Conditions and Restrictions, and Grants of Easements, as recorded in Miscellaneous Book 52, Page 692, and amended in Real 35, Page 822.

All of the recorded instruments referred to hereinabove are recorded in the Probate Records of Shelby County, Alabama.

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

The Grantors do, for themselves, and for their heirs, successors and assigns, covenant with the Grantee, its successors and assigns, that the Grantors are lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that the Grantors have a good right to sell and convey the same as aforesaid, and that the Grantors will, and their heirs, successors and assigns shall, warrant and defend the same to Southbrook Village Shopping Center, Ltd., its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Joe J. Joseph and Ernest A. Joseph have executed and delivered this instrument this 12th day of October, 1989.

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe J. Joseph, whose name is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 12th day of October, 1989.

Martha B. Ferguson
Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ernest A. Joseph, whose name is signed to the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 12th day of October, 1989.

Martha B. Ferguson
Notary Public
My Commission Expires: _____

ALL OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT 17 AM 9:23

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax ----- NO TAX COLLECTED
2. Mtg. Tax ----- \$
3. Recording Fee ----- \$ 5.00
4. Indexing Fee ----- \$ 3.00
5. No Tax Fee ----- \$ 1.00
6. Certified Stamp Fee -- \$ 1.00
Total ----- \$ 10.00