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THIS DOCUMENT PREPARED BY:

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HASKELL SLAUGHTER & YOUNG,
PROFESSIONAL ASSOCIATION
800 AmSouth-Sonat Tower
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(205) 251-1000

STATE OF ALABAMA)

COUNTY OF SHELBY)

DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of THREE HUNDRED THIRTY-ONE THOUSAND and 00/100 DOLLARS (\$331,000.00), in hand paid by Riverchase Office Partners, a general partnership (hereinafter referred to as "Grantee"), to the undersigned, RIVERCHASE WELLNESS ASSOCIATES, a general partnership (hereinafter referred to as "GRANTOR"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the following described real estate situated in Shelby County, Alabama:

Part of the South Quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

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From the Southeast corner of said Section 19, run in a Westerly direction along the South line of said section for a distance of 3,471.23 feet; thence turn an angle to the right of 90° and run in a Northerly direction for a distance of 364.58 feet to an existing iron pin being a corner of the Baptist Medical Center Property; thence turn an angle to the right of 77°37'30" and run in an Easterly direction along the South line of said Baptist Medical Center Property for a distance of 1,092.06 feet to an existing iron pin being on the West right-of-way line of Riverchase Parkway East and being the point of beginning; thence turn an angle to the right of 180° and run in a Westerly direction for a distance of 300.38 feet to an existing iron pin; thence turn an angle to the left of 95°03'02" and run in a Southerly direction for a distance of 436.17 feet to an existing iron pin being on the Northwest right-of-way line of Parkway

The full consideration quoted above was paid from mortgage loan closed simultaneously herewith.

Notl Bank of Commerce

Lake Drive; thence turn an angle to the left (108°58'25" to chord line) and run along the arc of the curved right-of-way line of Parkway Lake Drive (said curve being concave in a Northwesterly direction and having a central angle of 30°30' and a radius of 570.00 feet) for a distance of 303.43 feet to the end of said curved right-of-way line; thence run in a Northeasterly direction along a line tangent to the end of said curve and being the Northwest right-of-way line of Parkway Lake Drive for a distance of 133.99 feet to a point of curve; said curve being concave in a Westerly direction and having a radius of 25.00 feet and a central angle of 90°; thence turn an angle to the left and run along the arc of said curve for a distance of 39.27 feet to the end of said curve and being on the West right-of-way line of Riverchase Parkway East; thence run in a Northwesterly direction along a line tangent to the end of said curve and being the West right-of-way line of Riverchase Parkway East for a distance of 31.17 feet to another point of curve; said curve being concave in a Northeasterly direction and having a central angle of 17°23'42" and a measured radius of 646.25 feet; thence turn an angle to the right and run in a Northwesterly direction along the West right-of-way line of said Riverchase Parkway East for a distance of 196.20 feet, more or less, to the point of beginning.

Such land is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1990.
2. Mineral and mining rights not owned by GRANTOR.
3. Any applicable zoning ordinances.
4. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Miscellaneous Book 13, beginning at page 50, as amended by Amendment No. 1 recorded in Miscellaneous Book 15, beginning at page 189, as further amended by Amendment No. 2 recorded in Miscellaneous Book 19, beginning at page 633, in the office of the Judge of Probate of Shelby County, Alabama.
5. It is understood that said property conveyed by this instrument is presently restricted to use as an office development/or medical facility (with a density not to exceed 10,000 square feet per acre), in accordance with the Riverchase Architectural Committee Development Criteria for the Planned Office Development dated April 11, 1980, unless a change in use is authorized pursuant to the Riverchase Business Covenants, described in paragraph 4 above, said restriction to be effective for the same period of time as the Riverchase Business Covenants.
6. Said property conveyed by this instrument is hereby subjected to that certain land use agreement between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Miscellaneous Book 19, beginning at page 690, in the office of the Judge of Probate of Shelby County, Alabama, as amended per agreement dated September 13, 1983, as recorded in

Real Book 16, beginning at page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

7. Utility easements and sanitary sewer easements as shown on survey of Laurence D. Weygand, dated November 13, 1985. Any user of these easements agrees to restore the property to the condition existing immediately prior to the easements being used.
8. Restrictions appearing of record in Real Book 52, page 34, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD UNTO GRANTEE, its successors and assigns, forever.

The purchase price of the above described property was paid by a purchase money mortgage closed simultaneously.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by the duly authorized General Partner of the Grantor effective as of the 1st day of December, 1989.

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

90 MAR 12 PM 2:48

JUDGE OF PROBATE

STATE OF ALABAMA

JEFFERSON COUNTY

RIVERCHASE WELLNESS ASSOCIATES

By

J. Brooke Johnston, Jr.,
General Partner

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Brooke Johnston, Jr., whose name as General Partner of Riverchase Wellness Associates, a general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such General Partner, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 28th day of February, 1990.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: 10/20/91

1. Recording Fee	\$ 7.50
2. Indexing Fee	\$ 3.00
3. Notary Fee	\$ 1.00
4. Certified Fee	\$ 1.00
Total	\$ 12.50