

THIS INSTRUMENT PREPARED BY:

Mark Parnell  
GORHAM, WALDREP, STEWART,  
KENDRICK & BRYANT, P.C.  
2101 6th Avenue North  
Birmingham, AL 35203

QUIT CLAIM DEED AND BILL OF SALE

TITLE NOT CHECKED BY PREPARER

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SHELBY)

That in consideration of \$ 100.00 to the undersigned GRANTOR, Crow-Terwilliger Partners, Inc., in hand paid by the GRANTEE, The Water Works and Sewer Board of The City of Birmingham, a public corporation, the receipt whereof is hereby acknowledged, the said GRANTOR does grant, bargain, sell and convey unto the said GRANTEE the following described Real Estate along with any and all sanitary sewer pipe and appurtenances located within said description, situated in Shelby County, Alabama, to-wit:

A 20.0 foot wide construction easement and a 15.0 foot wide permanent underground utility easement situated over and across a lot belonging to the Birmingham Water Works Board adjacent to Lot 1-A, Cahaba River Park First Addition, said easement being 10 feet and 7.5 feet respectively each side of a centerline more particularly described as follows:

Commence at the point of intersection of the Northerly line of said Lot 1-A and the Southwesterly right-of-way line of Old U.S. Highway 280; thence Westerly along said Northerly line a distance of 113.0 feet to the point of beginning; thence turning an angle of 65°59'00" to the right in a Northwesterly direction a distance of 171.02 feet to a point on the Southwesterly right-of-way line of said highway, said point being the end point.

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

295 475

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal on this the 31 day of May, 1990.

Crow-Terwilliger  
Partners, Inc.

BY: James E. Terwilliger

Its: President

STATE OF Georgia  
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said State and in said County, hereby certify that James E. Terwilliger, President of Crow-Terwilliger Partners, Inc., whose name 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, the same was executed voluntarily on the same date.

GIVEN under my hand and official seal on this the 31 day of May, 1990.

Dana K. Winters  
Notary Public

My Comm. Exp. 12/31/91  
My Seal Expires June 18, 1991



JUN 11 1990

**CONSENT AND SUBORDINATION**

The OTR, an Ohio general partnership ("Lender"), is the holder and owner of that certain Mortgage, Assignment of Rents and Security Agreement, dated October 7, 1986, recorded in the Probate Office of Shelby County, Alabama in Real Property Record 094, Page 620, as assigned to Lender on June 28, 1988, by Assignment and Estoppel Certificate, recorded in the Probate Office of Shelby County, Alabama in Real Property Record 191, Page 709, and other security documents (hereinafter collectively referred to as the "Security Documents") securing a loan pertaining to and covering that portion of Grantor's Property as described in the foregoing Quit Claim Deed and Bill of Sale, and by virtue of these documents, Lender expressly agrees to, joins in and subordinates its interest in such portion of Grantor's Property to the Quit Claim Deed and Bill of Sale to which this instrument is attached. In the event of a foreclosure of Lender's Security Documents (or any of them) or if for any reason Lender comes into ownership or possession of the Grantor's Property or any portion thereof, Lender agrees to abide by comply with and fulfill the obligations of Grantor thereto. Lender acknowledges and agrees that its Security Documents are expressly subordinate to and inferior to the Quit Claim Deed and Bill of Sale.

This Consent and Subordination is executed on May 31, 1990.

**LENDER:**

OTR, an Ohio general partnership

By: Stephen A. Mitchell  
Stephen A. Mitchell, a general partner

NO TX COL LED

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

90 JUN 12 AM 11:00

JUDGE OF PROBATE

|             |       |
|-------------|-------|
| 1. Deed Tax | 3     |
| 2. ...      | 2.50  |
| 3. ...      | 3.00  |
| 4. ...      | 1.00  |
| 5. ...      | 1.00  |
| 6. ...      | 12.50 |
| Total       | 23.00 |

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