

STATE OF ALABAMA
SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of the assumption and agreement to pay the promissory notes secured by a real estate mortgage in favor of The First National Bank of Columbiana as recorded in the Probate Office of Shelby County, Alabama, in Real Record 177, Page 787, and the assumption of and agreement to pay those certain mortgages and promissory notes in favor of James Ward and Sharon Ward; Cassandra Blanton; Tony Barbera and Mary Barbera dated May 27, 1988, and filed for record in the Probate Office of Shelby County, Alabama in Real Record 189, Page 193, the amount of interest and principal are shown on an attached instrument; and the assumption of and agreement to pay that certain mortgage in favor of Antonietta C. Mealey, dated September 7, 1989 and filed for record in the Probate Office of Shelby County, Alabama in Real Record 257, Page 910; the assumption of and payment of the promissory notes in favor of Allen Belus, and Cassandra Blanton, in the amounts as shown on the attached instrument, to Dixie*Land Flea and Farmer's Market, Inc., a Corporation; and the assumption to pay in equal monthly installments that certain indebtedness in favor of Nicholas Vasilaros by promissory notes, executed by Dino A. Drakos, Steven T. Vasilaros, and James Z. Galantis in the total principal sum of Thirty Thousand and No/100 Dollars (\$30,000.00) with interest from date at Twelve Percent (12%) per annum, with the first payment being due and payable January 1, 1991; the agreement to pay that certain indebtedness and favor of Joe Tidmore and Charles Tidmore in the principal sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00); and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, Dino A. Drakos and wife, Kiriayi Drakos who signs for the sole purpose of relinquishing any marital rights in said property, James Z. Galantis and wife, Tula Galantis, who signs for the sole purpose of relinquishing any marital rights in said property, and Steven T. Vasilaros and wife, Carol Vasilaros, who signs for the sole purpose of relinquishing any marital rights in said property (all of whom are herein referred to collectively as Grantors, whether one or more) do hereby grant, bargain, sell and convey unto Dixie*Land Flea and Farmer's Market, Inc., (herein referred to as Grantee, whether one or more), the following described real estate situated in Shelby County, Alabama, to-wit:

Begin at the Southwest corner of the SE 1/4 of Section 20, Township 20 South, Range 2 East; thence run North along the West line of said 1/4 Section for 729.38 feet; thence 89 degrees 59 minutes 04 seconds right, run East for 2473.51 feet to the Westerly right of way of Alabama State Highway No. 25; Thence 85

degrees 30 minutes 50 seconds right, run Southerly along said right of way 766.55 feet to the North line of the NE 1/4 of the NE 1/4 of Section 29, Township 20 South, Range 2 East; thence continue last course for 934.22 feet; thence 94 degrees 22 minutes 22 seconds right, run 1295.12 feet to the West line of last said 1/4-1/4; thence 90 degrees 37 minutes 26 seconds right, run North for 950.64 feet to the Northwest corner of last said 1/4-1/4; thence 89 degrees 43 minutes 23 seconds left, run West for 1320.21 feet to the Point of Beginning; Being situated in Shelby County, Alabama; Grantors hereby sell, assign, transfer and convey unto the Grantees all of their right, title and interest in and to all of the tangible assets located on and used on the above described property, including all goodwill, leasehold interest, leasehold improvements, trade names and any and all other intangible assets located thereon and all telephone numbers.

LESS AND EXCEPT the following parcel of land: Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 20, Township 20 South, Range 2 East, thence run West along the South line of said 1/4-1/4 for 106.52 feet to the Westerly right of way of Alabama State Highway #25; thence 84 degrees 43 minutes 38 seconds right run Northerly along said right of way for 452.10 feet to the Point of Beginning; thence continue last described course for 208.00 feet; thence 85 degrees 30 minutes 50 seconds left run Westerly 210.05 feet; thence 94 degrees 29 minutes 10 seconds left run Southerly for 208.00 feet; thence 85 degrees 30 minutes 50 seconds left run Easterly 210.05 feet to the Point of Beginning.

Said property is subject to all easements and rights of way for public roads and utilities including but not limited to; Transmission line permit to Alabama Power Company as recorded in Deed Book 129, Page 122, in the Real Record 84, Page 178, in the Probate Office of Shelby County, Alabama; Rights acquired by Alabama Power Company as condemned in Civil Action No. CA-66-769, in the United States District Court for Northern District of Alabama, Southern Division, dated December 21, 1966, and shown in Pending suit 4, Page 381, in the Probate Office of Shelby

County, Alabama; The right to construct, operate and maintain its lines of poles and appliances necessary in connection therewith, as located by the final location drawing heretofore made by said Alabama Power Company, for the transmission of electric power with the right to set poles in line, to set in the future intermediate poles in line, to attach guy wires and anchors therein, and to string thereon from time to time electric power wires and the right to permit other corporations and person to attach telephone and other wires to said poles upon, over, under and across the above described situated in Shelby County, State of Alabama, Real Book 84, Page 178; Taxes for 1990 and subsequent years. 1990 taxes are a lien but not due and payable until October 1, 1990.

TO HAVE AND TO HOLD to the said GRANTEE in fee simple, and to it's assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEE, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons except as set forth above.

IN WITNESS WHEREOF, Dino A. Drakos and wife, Kiriaki Drakos, who signs for the sole purpose of relinquishing any marital rights in said property, James Z. Galantis and wife, Tula Galantis who signs for the sole purpose of relinquishing any marital rights in said property, and Steven T. Vasilaros and wife, Carol Vasilaros, whose signs for the sole purpose of relinquishing any marital rights in said property have hereunto set their hands and seals, this the 13th day of June, 1990.

DINO A. DRAKOS

(Seal)

JAMES Z. GALANTIS

(Seal)

STEVEN T. VASILAROS

(Seal)

~~KIRIAKI DRAKOS~~

(Seal)

~~TULA GALANTIS~~

(Seal)

~~CAROL VASILAROS~~

(Seal)

DIXIE*LAND FLEA AND FARMER'S MARKET, INC.

BY: Wm P. Packer (Seal)
It's President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dino A. Drakos ~~and~~, ~~and~~, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date, 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 the 13th day of June, 1990.

Donna M. Waldrop
Notary Public

STATE OF FLORIDA
COUNTY OF Volusia

MY COMMISSION EXPIRES MARCH 20, 1993

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Z. Galantis and wife, Tula Galantis, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date, 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 the 11th day of June, 1990.

Bunker N. Moss
Notary Public

STATE OF FLORIDA
COUNTY OF Volusia

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 19, 1991
BONDED THROUGH ASHTON AGENCY INC.

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Steven T. Vasilaros and wife, Carel Vasilaros, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date, 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 the 11th day of June, 1990.

Bunker N. Moss
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 19, 1991
BONDED THROUGH ASHTON AGENCY INC.

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county in the State of Alabama, hereby certify that William P. Powers, whose name as President of Dixie*Land Flea and Farmer's Market, Inc. a corporation organized under the laws of Alabama, 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 corporation.

Given under my hand this the 14th day of June, 1990.

Bernard H. Moore

Notary Public
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES AUG. 19, 1991
BONDED THROUGH ASHTON AGENCY INC.

Send Tax Notice To:

Dixie*Land Flea and Farmer's Market, Inc.
(Address) P.O. Box 1626
Columbiana, AL 35051

This instrument was prepared by:

✓ William P. Powers
P.O. Box 1626
Columbiana, AL 35051
Telephone: (205) 669-9620

1. Dead Tax	10.00
2. State Tax	12.50
3. 1	3.00
4.	
5.	1.00
6.	
Total	27.50

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

90 JUL 16 AM 10:45

CLERK OF COURSE