

\$489,300.00 OF THE PURCHASE PRICE RECITED WAS PAID
FROM A MORTGAGE LOAN SIMULTANEOUSLY HEREWITH.

691

SEND TAX NOTICE TO:
Leslie H. Alhadeff
3223 Glasgow Circle
Birmingham, AL 35242

STATE OF ALABAMA]
SHELBY COUNTY]

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Five Hundred Thirty-Five Thousand Dollars and 00/100's Dollars (\$535,000.00), and other good and valuable consideration, to the undersigned grantor, Metropolitan Life Insurance Company, a New York Corporation (the "Grantor") in hand paid by Inverness Professional Partners, an Alabama general partnership (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto said Grantee, its successors and assigns, that certain real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

This conveyance is subject to the following:

1. Taxes for the year 1990, a lien but not yet due and payable;
2. Easements, rights-of-way, reservations, agreements, restrictions, and setback lines of record;
3. Mineral and mining rights not owned by Grantor; and
4. Any applicable zoning ordinances.

This conveyance is subject further to the following terms, conditions, agreements, covenants, restrictions, and reservations:

1. Grantor reserves a ten foot (10') easement uniformly along the present right-of-way of Inverness Parkway and Selkirk Drive for the use, repair and maintenance of public utilities.
2. The following covenants and restrictions shall apply to the Property conveyed hereby and shall remain in full force and effect for a period of twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by the Grantor:

A. The building on the Property or future buildings to be constructed on the Property shall be used only for professional offices occupied by physicians, surgeons, dentists, attorneys, architects, engineers and other similar professions, or business offices used exclusively for office purposes; provided, however, that the following uses shall not be permitted: any office, business or establishment wherein retail or wholesale trade or business is conducted or wherein any commodities, merchandise or products are stored, handled, conveyed, sold or otherwise disposed of.

B. From and after the date hereof, Grantee will not construct any additional building or buildings on the Property for any purpose other than for providing office space for Grantee or for Grantee's tenants, or for others in the professions described in Paragraph A above and Grantee shall not build a "spec building" without prospective tenants meeting

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First At. Bank

meeting the criteria set forth in Paragraph A above. In the event Grantee so desires to construct an additional building or buildings on the Property for such purpose, Grantee shall not commence construction of such additional building or buildings until Grantee has obtained Grantor's approval, such approval not to be unreasonably withheld, of the final plans and specifications for such construction (the "Final Plans"). The term Final Plans as used herein shall mean detailed plans and specifications for all matters relating to (i) the location of any buildings proposed to be constructed, (ii) the exterior materials and appearance of any such buildings, (iii) complete parking layout and driveways, (iv) elevation drawings, (v) all exterior signs on any such buildings or the site, (vi) landscaping, (vii) all exterior lighting, and (viii) all traffic flow patterns.

C. Grantor shall give Grantee notice of approval or disapproval of submitted Final Plans by personal delivery or by mail postmarked within twenty (20) business days after receipt of the Final Plans by Grantor. If such notice is not personally delivered or postmarked within the said twenty (20) business days, the submitted Final Plans shall be considered to be approved by Grantor.

D. Grantor reserves the right to approve Final Plans for any proposed exterior alterations or modifications to the existing building or other improvements on the Property, or to any additional improvements that Grantee may wish to make during the Restriction Period, with the procedure for such approval being the same as that set forth for additional construction herein. Exterior alterations or modifications to existing improvements or additional improvements include, but are not limited to, signs, landscaping, lighting, parking lots, traffic patterns and site development.

E. Grantor reserves the right to require that all future utilities installed to serve the Property be underground, and Grantee hereby agrees to pay any additional costs to any utility for the underground service.

F. Grantee covenants that if at any time Grantee fails to maintain its grounds, parking areas, or other portions of the Property described in Exhibit "A" attached hereto and made a part hereof in a manner comparable to the common areas of Inverness, which are maintained by Grantor, Grantor shall have the right to maintain the Property and charge Grantee with the total costs of such maintenance. Any bill submitted for such maintenance costs must be paid within ten (10) days of receipt by Grantee and shall constitute a lien against the Property.

G. Grantor and Grantee agree that any "approval" or "consent" by Grantor with respect to any Final Plans means that for purposes of compliance under this deed, Grantor finds the material unobjectionable, and such approval, consent, or authorization to proceed, however expressed, shall not imply or be deemed to express any representation that the plan and/or specification, or the resultant structure, is safe or suitable for any particular purpose or has any particular value, or actually costs the amount said to have been paid for its construction. Nor shall such acceptance of any Final Plans imply that the quality of the material or the manner in which the material is

assembled is safe or suitable or has any particular value. The review of all matters pertaining to the construction and the judging of their acceptability by Grantor has no other purpose than to determine compliance under this deed, and is not done for the benefit of anyone other than Grantor.

H. Grantee agrees to repair, restore, or replace, as Grantor shall direct, any property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in connection with the construction of any additional building or buildings on the Property, or any alterations or modifications to the existing building and other site improvements on the Property, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within Inverness, and Grantee hereby agrees to indemnify and hold Grantor harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

I. Grantee covenants and agrees that no noxious, offensive or illegal activities shall be carried on upon the Property nor shall anything be done on the Property which may be or may become an annoyance or nuisance to the Inverness area.

J. Grantee covenants and agrees that no trash, garbage, or other refuse shall be dumped, stored or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by Grantor as not to be visible from any road or golf course within sight distance of the Property at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

K. Grantee covenants and agrees that the Property shall not be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise without the express written consent of Grantor.

L. Grantor reserves for itself, its successors and assigns an easement fifteen (15') feet in width along the boundary lines of the Property, to be maintained by Grantee in its undisturbed and natural state as a buffer zone for the mutual benefit and protection of the Grantee and adjacent owners of property; provided, however, that said easement shall not include any area for ingress and egress that currently exist or that may be approved by Grantor as provided herein.

M. The terms and provisions of all of the above enumerated covenants, restrictions and reservations shall be binding upon the parties hereto, their successors and assigns with respect to the Property, and shall inure to the benefit of the parties hereto, their successors and assigns, from the date hereof through the expiration of the Restriction Period.

N. Grantor shall be entitled to enforce these restrictions by proceedings at law or in equity against any person or persons violating or attempt-

ting to violate any covenant contained herein and may restrain any such violation or recover damages therefor.

3. All notices required hereunder shall be in writing and shall be effective if addressed as follows:

As to Grantee:

Leslie H. Alhadeff
3223 Glasgow Circle
Birmingham, AL 35242

As to Grantor:

Andrew M. Taylor
Vice President
Taylor & Mathis of Alabama, Inc.
Post Office Box 43248
Birmingham, AL 35243

and

Victor W. Turner
Vice President
Metropolitan Life Insurance Company
303 Perimeter Center North
Suite 600
Atlanta, GA 30346

And sent by registered or certified mail as provided above. Any party to whom notice is to be sent may change its address by giving the other party written notice of its new address as herein provided.

4. Invalidation of any one of these covenants or agreements shall in no way affect any of the other provisions which shall remain in full force and effect.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has by its duly authorized officer set its signature and seal, this the _____ day of _____, 1990.

Metropolitan Life Insurance Company

By: Chickie D. Markusse

Its: Associate General Counsel

Grantee

By: _____

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STATE OF GEORGIA)
COUNTRY OF DEKALB)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christian N. Markussen, Associate General Counsel, of Metropolitan Life Insurance Company, a New York corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19th day of September, 1990.

Andrew R. Norman
NOTARY PUBLIC

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Jan. 29, 1994

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EXHIBIT "A"

BOOK 314 PAGE 06

S. E. 1/4 - S. W. 1/4

RESURVEY OF
LOTS 1 & 2
MB. 7, PG. 131

LOT 1A

81° 27' 53"

137° 06' 02"

BLOCK 2
LOT 2A

87° 35' 45"

16.04'

192.11'

SELKIRK
M. B. 6, PG. 163

S. W. COR. S. W. 1/4 - S. E. 1/4
SEC. 2, T19S, R2W



INVERNESS

PAR

9' 10' UTILITY EASE
15' UNDISTURBED

PARCEL 11-A
3.2229 ACRES

9' 16' UNDISTURBED BUFFER
10' UTILITY

SELKIRK DRIVE

S. W. 1/4 - S. E. 1/4

PARAGON ENG.

STATE OF ALABAMA
SHELBY COUNTY

I, David L. Waldrep, a Registered Land Surveyor in the State of Alabama, hereby certify to the best of my knowledge and belief, that the above is a true and correct copy of a survey, made in accordance with the requirements of the Minimum Technical Standards for Land Surveying in the State of Alabama, of a parcel of land situated in Section 2, Township 19 south, Range 2 west, Shelby County, Alabama, being more particularly described as follows:

LEGAL DESCRIPTION OF INVERNESS PARCEL 11-A

Part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama, and run West along the South line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 16.04 feet; thence right 87°35'45" and run North 192.11 feet to the Southeasterly corner of Lot 1-A of a Resurvey of Lots 1 and 2 of Selkirk Subdivision as recorded in Map Book 7, Page 131 in the Probate Office of Shelby County, Alabama; thence left 42°53'58" and run Northwesterly along the Northeasterly line of said Lot 1-A 141.34 feet to the Northeasterly corner of said Lot; thence right 75°07'07" and run Northeasterly 281.85 feet to a point; thence right 120°27'01" and run Southeasterly 45.00 feet to the POINT OF BEGINNING of the herein described parcel; thence left 110°24'45" and run Northeasterly 298.84 feet to a point; thence left 19°35'13" and run Northeasterly 120.0 feet to a point on a curve being on the Southwesterly right-of-way of Inverness Parkway, said curve having a radius of 695 feet and a central angle of 27°09'18"; thence right 90° to the tangent of said point on curve and run Southeasterly along said right-of-way and arc of curve 329.39 feet to a point of compound curvature of a curve to the right having a radius of 25 feet and a central angle of 92°08'19"; thence run Southeasterly to Southwesterly along said right-of-way and arc of curve 40.20 feet to a point of reverse curvature of a curve to the left having a radius of 987.78 feet and a central angle of 8°03'11", said point of reverse curve being on the Northwesterly right-of-way of Selkirk Drive; thence run Southwesterly along said right-of-way and arc of curve 138.83 feet to the point of tangent; thence continue Southwesterly along said right-of-way 99.28 feet to the point of curvature of a curve to the right having a radius of 500.00 feet and a central angle of 22°59'10"; thence continue Southwesterly along said right-of-way and arc of curve 200.59 feet to the point of tangent; thence continue Southwesterly along said right-of-way 71.86 feet; thence right 85°46'21" and run Northwesterly 228.09 feet to the point of beginning; containing 3.22290 acres.

The improvements now erected on the said property are within the lines of same, except as shown; there are no rights-of-way, easements, or joint driveways over or across said land, visible on the surface, except as shown; there are no electric or telephone wires (excluding those that serve the premises only) or structures or supports therefor, including poles, anchors, and guy wires, on or over said premises except as shown.

I further certify, to the best of my knowledge and belief, that I have consulted the Federal Emergency Management Agency's Flood Hazard Boundary Map, and found the above property to be within Zone "C" of the Flood Prone Areas as depicted on the "Map of Flood Prone Areas, Panel No. 01091 0045B." This is not a flood prone area.

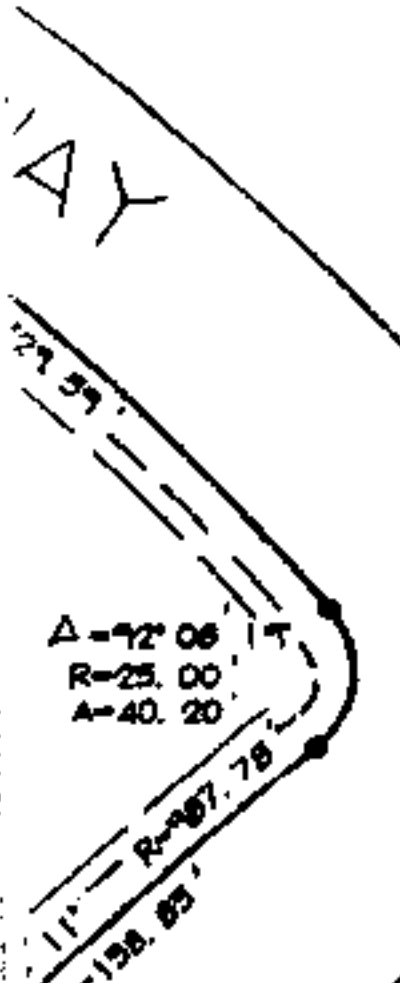
According to a survey made by me this 7th day of September, 1990. This survey not valid unless signed in red.

David L. Waldrep
David L. Waldrep AL L.S. 14982

STATE OF ALA. SHELBY CO.
7th day of September, 1990. This
INSTRUMENT WAS FILED

90 OCT 11 AM 10:52

JUDGE OF PROBATE



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LE: 1" = 100'

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