

# STATUTORY WARRANTY DEED

1997-00845

STATE OF ALABAMA )

SHELBY COUNTY )

01/09/1997-00845  
11:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 SNA 2931.50

WHEREAS, RIVERCHASE CENTER ASSOCIATES, an Alabama general partnership (the "Partnership"), was the owner of certain property in Shelby County, Alabama;

WHEREAS, pursuant to Articles of Dissolution recorded in the Probate Office of Shelby County, Alabama, the Partnership dissolved and distributed all assets of the Partnership to its partners who now hold all such assets, including the Property, as tenants in common in the following percentage interests:

<u>Tenant in Common</u>	<u>Percentage Interest</u>
G-B Partnership, an Alabama general partnership	60%
Ingram D. Tynes	20%
Carolyn B. Nelson	10%
Irby M. Cohen	<u>10%</u>
Total	100%

WHEREAS, all of the above-referenced tenants in common ("jointly "Tenants in Common") desire to jointly convey the Property to the Grantee pursuant to the terms set forth below;

WHEREAS, the general partners of Grantor hereby execute the following deed to convey the property described herein to COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware limited partnership ("Grantee");

WHEREAS, the Grantee is assuming the outstanding loan on the Property, the principal balance of which is \$8,710,983.75.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars and other good and valuable consideration, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto Colonial Realty Limited Partnership, a Delaware limited partnership, the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit "A" which is attached hereto and incorporated herein by reference (the "Property").

SUBJECT TO:

1. Taxes for the year 1997 which are not yet due and payable.
2. Those matters appearing on Exhibit "B" which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof to said Grantee its successors and assigns forever. The Property conveyed herein is not the homestead of Grantor.

IN WITNESS WHEREOF, Grantor (comprising 100% of the tenants in common interest in the Property) has executed this deed under seal on this 9 day of January, 1997.

TENANTS IN COMMON

G-B PARTNERSHIP, an Alabama general partnership


By:

  
Raymond D. Gotlieb

Its:

General Partner

By:

  
Robert L. Bohorfoush

Its:

General Partner

By:   
IRBY M. COHEN

By:   
CAROLYN B. NELSON


By:   
INGRAM D. TYNES

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Raymond D. Gotlieb, whose name as General Partner of G-B Partnership, an Alabama general partnership, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 8<sup>th</sup> day of January, 1997.

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 7/31/97

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Robert L. Bohorfoush, whose name as General Partner of G-B Partnership, an Alabama general partnership, is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 8<sup>th</sup> day of January, 1997.

Bonnell M. McNair  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 2/31/97

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Irby M. Cohen, an individual whose name is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of January, 1997.

Bonnell M. McNair  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: July 31, 1997

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Carolyn B. Nelson, an individual whose name is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of January, 1997.

Bonnell H. McRair  
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 31, 1997

STATE OF ALABAMA     )

JEFFERSON COUNTY     )

I, the undersigned, a Notary Public, in and for said County, in said State, do hereby certify that Ingram D. Tynes, an individual whose name is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of January, 1997.

Bonnell H. McRair  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/31/97

This Instrument Was Prepared By:

Bradley G. Siegal, Esq.  
LEITMAN, SIEGAL & PAYNE, P.C.  
600 North 20th Street  
Suite 400  
Birmingham, AL 35203

Send Tax Notice to:

COLONIAL REALTY LIMITED PARTNERSHIP  
c/o Colonial Properties Holding Company, Inc.  
2101 6th Avenue North  
Suite 750  
Birmingham, Alabama 35202



Exhibit A  
Legal Description  
(2100)

A parcel of land situated in the Northeast quarter of the Southwest quarter and the northwest quarter of the Southeast quarter of Section 19, Township 19, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 19; thence run West and along the South boundary of said Southeast/Northeast, a distance of 2723.44 feet; thence run Southerly and at right angles to said South boundary a distance of 84.39 feet to the point of beginning, said point of beginning lying on the South right-of-way of Parkway Office Circle; thence run Easterly and along said right-of-way (curving to the right and having a radius of 420.00 feet) a chord distance of 152.58 feet to the point of tangency of said curve; thence run Southeasterly along said right-of-way a distance of 229.05 feet; thence continue Southeasterly and along said right-of-way (curving to the left and having a radius of 930.00 feet) a chord distance of 310.16 feet to the point of tangency of said curve; thence run Easterly and along said right-of-way a distance of 218.73 feet; thence run Southeasterly along said right-of-way (curving to the right and having a radius of 570.00 feet) a chord distance of 198.98 feet to the Northeast corner of this described property; thence with an interior angle of 76 degrees 52 minutes 12 seconds run Southwesterly a distance of 604.89 feet to the North right-of-way of Riverchase Office Road; thence run Northwesterly and along said right-of-way (curving to the left and having a radius of 300 feet) chord distance of 29.99 feet to the point of tangency of said curve; thence run Westerly and along said right-of-way a distance of 104.38 feet; thence run Northwesterly and along said right-of-way (curving to the right and having a radius of 370.00 feet) a chord distance of 170.34 feet to the point of tangency of said curve; thence run Northwesterly and along said right-of-way a distance of 95.64 feet; thence run Westerly and along said right-of-way (curving to the left and having a radius of 530.00 feet) a chord distance of 471.95 feet to the point of tangency of said curve; thence run Southwesterly and along said right-of-way a distance of 10.94 feet; thence Northwesterly and along said right-of-way (curving to the right and having a radius of 25.00 feet) a chord distance of 35.35 feet to the point of tangency of said curve; said point of tangency lying on the East right-of-way of Riverchase Parkway East; thence run Northwesterly and along said East right-of-way a distance of 30.19 feet; thence run Northwesterly and along said right-of-way (curving to the left and having a radius of 661.41 feet) a chord distance of 189.16 feet to a point being the Southwest corner of this described parcel; thence run Northeasterly a distance of 532.82 feet to the point of beginning. Situated in Shelby County, Alabama.

## EXHIBIT "B"

### Permitted Encumbrances

(2100)

Page 1 of 2

1. Taxes due and payable October 1, 1997.
2. Rights of tenants in possession.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as to that part of subject property lying in the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , Section 19, Township 19 South, Range 2 West as recorded in Deed Book 38, Page 62.
4. Oil, gas, petroleum and sulfur rights reserved in instrument recorded in Deed Book 127, Page 140.
5. Transmission line permits to Alabama Power Company as recorded in Deed Book 225, Page 996; Deed Book 225, Page 998; and Deed Book 310, Page 595 in the Probate Office of Shelby County, Alabama, which were cancelled and superseded by right-of-way dated March 5, 1984 and recorded in Real Volume 357, Page 98.
6. Agreement with Alabama Power Company as recorded in Misc. Book 15, Page 401 in the Probate Office of Shelby County, Alabama.
7. Agreement between Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama recorded in Misc. Book 19, Page 690 and modified in Misc. Book 43, Page 82 and Real Volume 16, Page 64 in the Probate Office.
8. 30-foot power line easement to Alabama Power Company as shown on survey.
9. 10-foot utility easement over the Northwesterly side of property, 20-foot drainage easement over the Northerly side of property and 10-foot utility easement over the Northwesterly side of property as recorded in Deed Book 352, Page 742 and 20-foot underground power easement crossing subject property recorded in Deed Book 357, Page 98.
10. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Misc. Book 13, Page 50, as amended by Amendment No. 1 recorded in Misc. Book 15, Page 189, as further amended by Amendment No. 2 as recorded in Misc. Book 19, Page 633 in the Probate Office of Shelby County, Alabama, which supercedes the first Declaration and Amendments.



11. Restriction as to use as office and warehouse as shown in Item 6 in deed recorded in Deed Book 352, Page 742 in the Probate Office of Shelby County, Alabama.
12. Mortgage given by Riverchase Center Associates, an Alabama General Partnership, to Metropolitan Life Insurance Company dated December 19, 1990 and recorded in Real Volume 323, Page 103, as modified by instrument recorded in Instrument Number 1995-36309 and UCC Financing Statement recorded in Instrument Number 1995-36475 and assignment of lessor's interest in leases as recorded in Real Volume 323, Page 143.
13. 15-foot utility and drainage easement as set forth in Map Book 14, Page 77 and Map Book 14, Page 99 in the Judge of Probate Office of Jefferson County, Alabama.
14. Sanitary sewers and underground power of varying widths as shown on survey.

Inst # 1997-00845

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