

STATE OF ALABAMA

SHELBY COUNTY

Send Tax Notices To:

Mike R. Summers -
C/O Gradco, Inc.
7341 Cahaba Valley Road
Birmingham, Alabama 35242

STATUTORY WARRANTY DEED

\$ 20,000

Inst # 1997-24571

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten and No/100 Dollars(\$10.00) and for other good and valuable consideration in hand paid by **Mike R. Summers** (the "Grantee"), to the undersigned grantor, **A. B. Real Estate, Inc.** (the "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, to-wit:

A part of LOT 2, BIGLER'S RESURVEY, as recorded in Map Book 8, Page 106 in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the Westernmost corner of Lot 2 of Bigler's Resurvey as recorded in Map Book 8, Page 106 in the office of the Judge of Probate of Shelby County, Alabama, said point being the intersection of the Southwesterly line of said Lot 2 and the Southeasterly right-of-way line of Shelby County Highway #119 and run in a Northeasterly direction along the Northwesterly line of said Lot 2 and the Southeasterly right-of-way line of Shelby County Highway #119 a distance of 135.11 feet to the POINT OF BEGINNING; thence continue in a Northeasterly direction along the Northwesterly line of said Lot 2 and the Southeasterly right-of-way line of said highway a distance of 60.06 feet to a point; thence 92°32'47" to the right in a Southeasterly direction a distance of 2221.44 feet to a point on the Southeasterly line of said Lot 2; thence 102°41'43" to the right in a Southwesterly direction along the Southeasterly line of said Lot 1 distance of 61.50 feet to a point; thence 77°18'17" to the right in a Northwesterly direction a distance of 2205.25 feet to the POINT OF BEGINNING. Containing 3.05 acres more or less.

Said real state hereinabove conveyed is hereinafter referred to as "Real Property".

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10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCD 33.50

The Real Property is conveyed subject to the following matters:

1. All restrictions, easements and other matters of record, including without limitations, the Restrictions appearing in Map Book 8, Page 106 recorded in the Office of the Judge of Probate of Shelby County, Alabama; the Easement and right-of-way granted to the City of Shelby recorded in Office of the Judge of Probate of Shelby County, Alabama in Volume 135, Page 126; title to mineral and mining rights as recorded in the Office of the Judge of Probate of Shelby-County, Alabama in Volume 149, Page 1 and Right-of-way granted to the Alabama Power Company as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Volume 109, Page 502.
2. Taxes and assessments which form a lien on the Real Property, but are not yet due and payable.
3. Public rights of way.
4. Zoning and similar regulations affecting the Real Property.

Together with all privileges and appurtenances thereunto appertaining.

The Real Property is conveyed subject further to the following restrictions, which restrictions are hereby deemed to be covenants running with the land.

1. No building or other structure shall be placed, constructed or erected within thirty (30) feet of the northerly boundary of the Real Property; provided, however, this restriction shall not prohibit a roadway being constructed within this thirty (30) feet, provided that any curbing or pavement is not within fifteen (15) feet of the northerly boundary of the Real Property.
2. Any road or roadway constructed on the Real Property shall include curb and gutters and shall, in addition, be constructed in accordance with specifications which are required for said road or roadway to be dedicated to and accepted by Shelby County for maintenance.

By its acceptance of this Statutory Warranty Deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or any buildings, improvements, or structures now or hereafter located upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor; any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, and other entities holding under or through Grantee.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received and that Grantor will warrant and defend such title to the Property against the lawful claims of all persons claiming by, through or under Grantor, except for the exceptions set forth above.

TO HAVE AND TO HOLD to said Grantee, his heirs, personal representatives and assigns forever.

IN WITNESS WHEREOF, the said Grantor, who is authorized to execute this conveyance, hereto sets its signature and seal this the 1st day of August 1997.

A. B. REAL ESTATE, INC.
a Delaware corporation

BY: *Alex D. Baker*
Alex D. Baker
President

Inst # 1997-24571

ACKNOWLEDGMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

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I, the undersigned Notary Public in and for said County in said State, hereby certify that **Alex D. Baker**, whose name as President, of A. B. Real Estate, Inc., a Delaware corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he, as such officer of the corporation 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 1st day of August, 1997.

Jay Crain
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/17/99
(NOTARY SEAL)

THIS INSTRUMENT PREPARED BY:
W. Ernest Moss
1900 International Park Drive
Suite 303
Birmingham, Alabama 35243
(205) 969-1000