

SEND TAX NOTICES TO:

**DMB, L.L.C.
2084 Valleydale Road,
Hoover, Alabama, 35244**

Inst # 1998-00958

STATUTORY WARRANTY DEED

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **THE BUSINESS CENTER OF ALABAMA, INC.** (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **DMB, L.L.C.** (herein referred to as "Grantee"), the real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

TO HAVE AND TO HOLD the described premises to Grantee, its successors and assigns forever.

AND THE GRANTOR will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 9 day of January, 1998.

THE BUSINESS CENTER OF ALABAMA, INC.

By: *David S. Beaman*
(Its *Treasurer*)

[Acknowledgement on Next Page]

**01/12/1998-00958
10:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCB 17.00**

EXHIBIT "A"

TO

**WARRANTY DEED
AFFIDAVIT AND AGREEMENT
NON-FOREIGN AFFIDAVIT**

Grantor: THE BUSINESS CENTER OF ALABAMA, INC.
Grantee: DMB, L.L.C.

Lot 8, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama

Easement Parcels:

Parcel One: A 15-foot wide storm drainage easement across Lot 7, Meadow Brook Corporate Park South, lying 7.5 feet each side of the following described centerline: Commence at the Southeast corner of Lot 8, Meadow Brook Corporate Park South; thence run at a bearing of North 26 degrees 06 minutes 17 seconds West for a distance of 233.50 feet to a point; thence at a bearing of Northwest for a distance of 233.50 feet to a point; thence at a bearing of North 71 degrees 06 minutes 17 seconds West for a distance of 26.87 feet to a point; thence at a bearing of South 63 degrees 53 minutes 43 seconds West for a distance of 3 feet more or less to the point of beginning; thence at a bearing of North 15 degrees 06 minutes 17 seconds West for a distance of 10 feet more or less to the point of intersection with the Southwest line of a 15 foot wide storm drainage easement as shown on the record map of Meadow Brook Corporate Park South, said point being the point of ending

Parcel Two: A 15 feet wide storm drainage easement across Lot 11, Meadow Brook Corporate Park South, lying 7.5 feet each side of the following described centerline: Commence at the Southwest corner of Lot 8, Meadow Brook Corporate Park South; thence run at a bearing of North 26 degrees 06 minutes 17 seconds West for a distance of 55 feet more or less to the point of beginning; thence at a bearing of North 86 degrees 06 minutes 17 seconds West for a distance of 166 feet more or less to the point of intersection with the Easterly line of a 20-foot storm drainage easement as shown on record map of Meadow Brook Corporate Park South, said point being the point of ending.

SUBJECT TO: i) taxes and assessments for 1998, a lien but not yet payable; ii) Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South as shown in Misc Book 064, page 91, and amended by First Amendment recorded in Misc Book 095, page 826, amended by Second Amendment recorded in Misc Book 141, page 784, amended by Third Amendment recorded in Misc Book 177, page 244, amended by Fourth Amendment recorded in Misc Book 243, page 453, amended by Fifth Amendment recorded in Misc Book

EXHIBIT "A" (Continued)

245, page 89, amended by Sixth Amendment recorded in Instrument No. 1992-23529, amended by Seventh Amendment recorded in Instrument No 1995-03028, amended by Eighth Amendment recorded in Instrument No. 1995-04188, amended by Ninth Amendment recorded in Instrument No 1996-05491, amended by Tenth Amendment recorded in Instrument No 1996-32318, and amended by Eleventh Amendment recorded in Instrument No 1997-30077; iii) Non-exclusive access easement agreement between Daniel U.S. Properties LTD, a Virginia limited partnership and Daniel International Corporation, a South Carolina corporation as recorded in Misc Book 356, page 288; iv) that certain notice of variance and disclaimer of reserved easements executed by Daniel U.S. Properties Limited Partnership, a Virginia limited partnership and Daniel Realty Company a New York general partnership; dated March 28, 1988, and recorded in Misc Book 177, page 262; v) that certain Storm drainage easement agreement executed by Daniel U.S. Properties Limited Partnership, a Virginia limited partnership and Daniel Realty Company, a New York general partnership dated March 28, 1988 and recorded in Misc Book 177, page 258; vi) that certain Agreement concerning Electric Service to Meadow Brook between Alabama Power Company and Daniel International Corporation as recorded in Misc Book 48, page 880; vii) Rights-of-way to Alabama Power Company as shown in Deed Book 167, page 355, Deed Book 146, page 391, and Deed Book 109, page 490; viii) Rights-of-way Easements to South Central Bell Telephone Company as recorded in Deed Book 299, page 703 and Deed Book 311, page 432; ix) mineral and mining rights not owned by the Grantor, if any; x) utility easements serving the described premises and building lines of record; xi) all matters that would be revealed by an accurate survey or inspection of the described premises; xii) subdivision covenants and restrictions; and xiii) rights of others with respect to the easement parcels one and two described above.

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