

Send Tax Notice to:
D&G31, LLC
P. O. Box 360566
Birmingham, Alabama 35236

Instrument Prepared By:
John G. Lowther
Attorney at Law
3500 Independence Drive
Birmingham, Alabama 35209

Inst # 2000-06948

STATUTORY WARRANTY DEED

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS:

This Deed is made by and between Pelham Parkway, L.L.C., hereinafter called "Grantor", and D&G31, LLC, hereinafter called "Grantee".

The Grantor, for and in consideration of Two Hundred Ninety-One Thousand and No/100 (\$291,000.00) Dollars and other good and valuable consideration, in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby bargain, convey and sell to Grantee, the following described real estate located in Shelby County, Alabama:

Lot 1, according to the Survey of Lot 1, Pelham Parkway Commercial Subdivision, as recorded in Map Book 26, Page 116, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Together with a non-exclusive perpetual easement running with the land for vehicular and pedestrian ingress and egress, (the "Access Easement") over and across that property described as the Access Easement in Exhibit "A" attached hereto and incorporated herein by this reference, and more particularly as follows:

Begin at the Southeast corner of Lot 1, Pelham Parkway Commercial Subdivision, as recorded in Map Book 26, Page 116, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 81 degrees 40' 33" West, along the South line of said Lot 1, a distance of 45.00 feet; thence South 08 degrees 19' 27" West, a distance of 18.00 feet to the beginning of a curve to the left having a radius of 2111.61 feet, a central angle of 00 degrees 36' 36" and subtended by a chord which bears South 08 degrees 01' 09" West a chord distance of 22.48 feet; thence along the arc of said curve 22.48 feet; thence South 82 degrees 17' 09" East along a line radial to said curve, a distance of 45.00 feet to its point of intersection with the West Right Of Way line of U. S. Highway No. 31, said point also lying on a curve to the right, having a radius of 2066.61 feet, a central angle of 00 degrees 36' 36" and subtended by a chord which bears North 08 degrees 01' 09" East, a chord distance of 22.00 feet; thence along the arc of said curve and said Right Of Way line a distance of 22.0 feet to the end of said curve; thence North 08 degrees 19' 27" East, along said Right Of Way line a distance of 18.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Grantor, and its successors and assigns in title, shall maintain the improvements within the Access

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Easement in good condition; provided, however, should extraordinary damage to the said improvements be caused by the Grantee, or its successors or assigns, or by its guest, invitees or contractors, such extraordinary damage shall be timely repaired and the cost of such repair paid by Grantee, its successors and assigns.

Grantor reserves unto itself and its successors and assigns in title, a non-exclusive perpetual easement running with the land for vehicular and pedestrian ingress and egress, (the "24' Ingress/Egress Easement") over and across the property being conveyed, as more particularly described as the 24' Ingress/Egress Easement on Map Book 26, page 116, and in Exhibit "A" attached hereto and incorporated herein by this reference. Grantee, and its successors and assigns in title, shall maintain the improvements within the 24' Ingress/Egress Easement in good condition; provided, however, should extraordinary damage to the said improvements be caused by the Grantor, or its successors or assigns, or by its guests, invitees or contractors, such extraordinary damage shall be timely repaired and the cost of such repair paid by Grantor, its successors and assigns.

Subject to:

1. General and Special Taxes or assessments for 2000, and subsequent years, which are not yet due and payable. Grantor and Grantee acknowledge that said taxes and assessments are not available and are not being prorated at the time of the execution hereof, but will be prorated between Grantor and Grantee as of the date hereof, and paid in accordance with said proration when the taxes and assessments come due in October, 2000.
2. Easement to City of Pelham as shown by instrument recorded in Deed Book 337, page 525, in the Probate Office, and as shown on Map Book 26, page 116.
3. Easement to City of Pelham as shown by instrument recorded in Instrument No. 1999-18797, in the Probate Office, and as shown on Map Book 26, page 116.
4. Proposed sanitary sewer easement and existing sewer easement along the Westerly side of said property, as shown on the survey by Robert C. Farmer, dated August 7, 1996; revised August 18, 1998, and as shown on Map Book 26, page 116.
5. Road right of way, as shown on the survey by Robert C. Farmer, dated August 7, 1996; revised August 18, 1998; provided however, First American Title Insurance Company, pursuant to its title commitment identified as Agent File No. 127650, issued by its agent Cahaba Title, Inc., agrees to insure Grantee and any mortgagee of Grantee, and their successors and assigns, against any loss or damage occasioned by any future use of said road or any forced removal.
6. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under the subject property.

The purchase price was paid from the proceeds of a mortgage recorded herewith.

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

IN WITNESS WHEREOF, the said Grantor, by John G. Benner, one of its members, who has been duly authorized by resolution of all members and managers of Grantor to execute this conveyance, said resolution being attached hereto as Exhibit "B" and incorporated herein by this reference, hereto sets its signature and seal on this the 3 day of March, 2000.

Pelham Parkway, L.L.C.

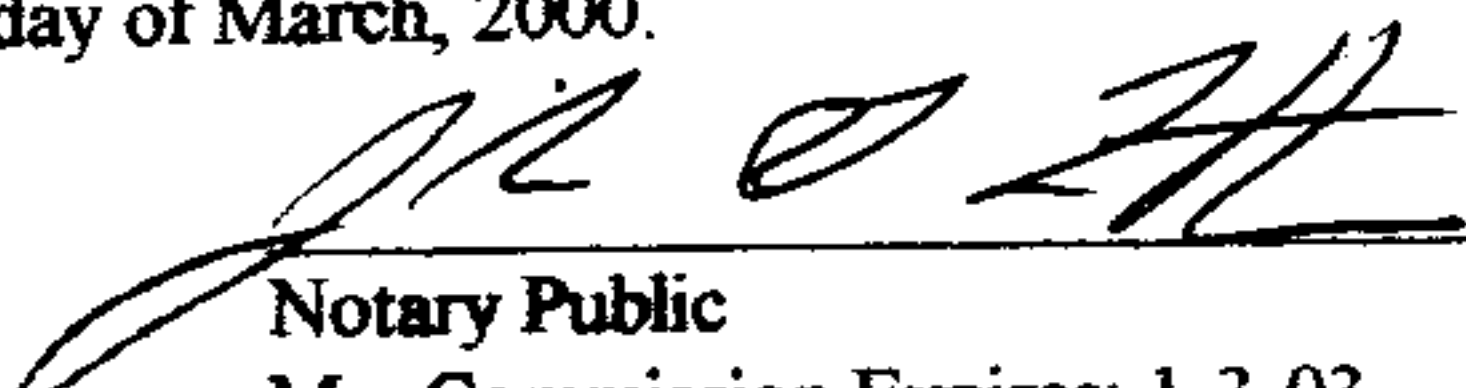
By: 

John G. Benner, Member

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John G. Benner, whose name as a member of Pelham Parkway, L.L.C., is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, he, as such member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

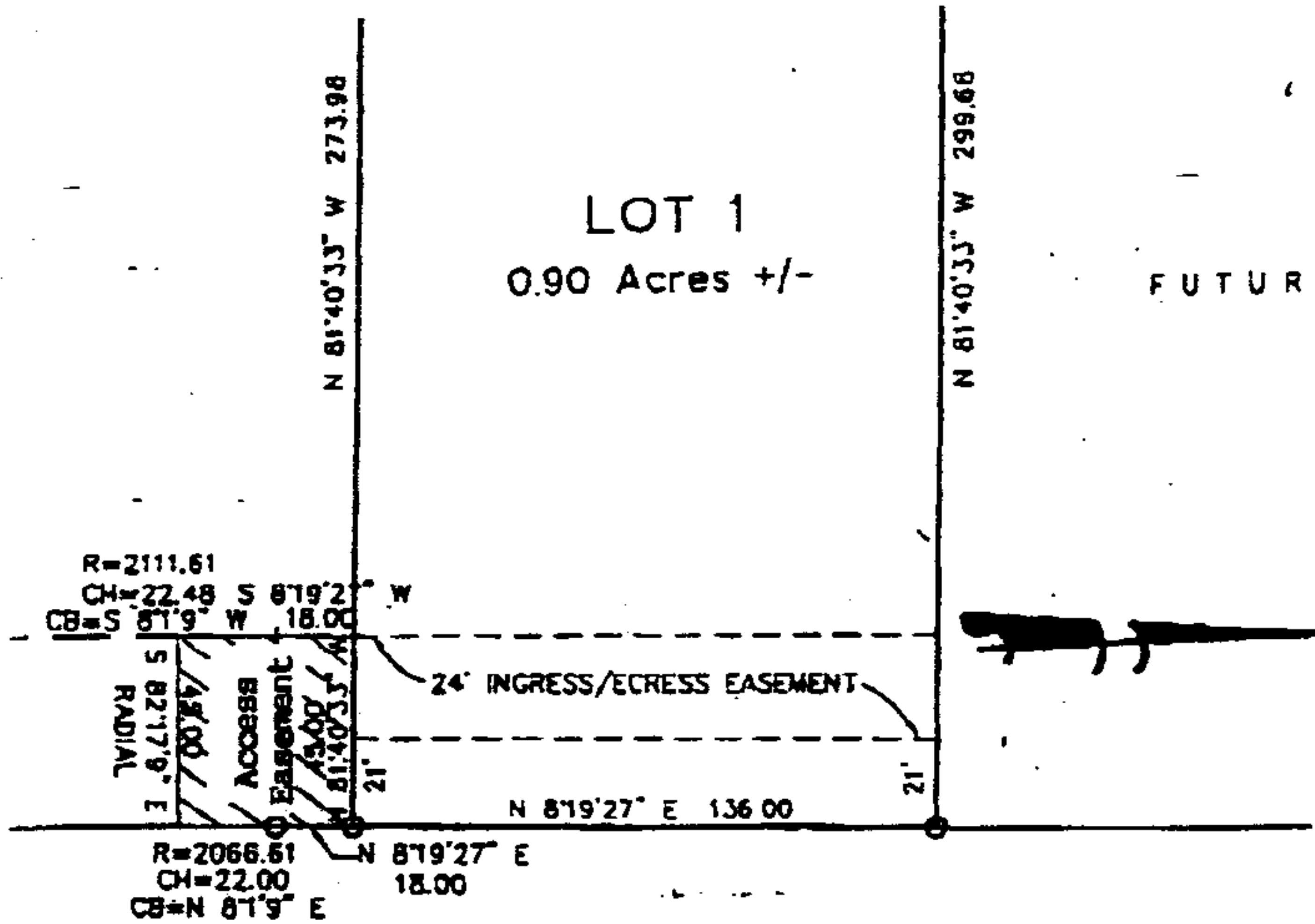
Given under my hand and seal this 3 day of March, 2000.


Notary Public

My Commission Expires: 1-3-03

EXHIBIT "A" TO DEED

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U.S. HIGHWAY #31

EXHIBIT "B" TO DEED

Resolution

The undersigned Southmark Properties, LLC, John McGeever, William R. Robertson and John G. Benner, being all of the members of Pelham Parkway, LLC (hereinafter referred to as "Seller") do hereby authorize John G. Benner to perform all acts required of Seller and to execute all pertinent documents required of Seller to consummate the closing of the sale of .9± acres pursuant to that certain sales agreement by and between Seller and D & G 31 LLC as Purchaser, which said sales agreement is dated the 17th day of November, 1999.

This resolution is made on this the 23 day of FEBRUARY, 2000.

Witness

Monique K. Tinney

Witness

Judie Lernsky

Witness

Judie Lernsky

Witness

Judie Lernsky

Southmark Properties, LLC

By: [Signature]

Its: MANAGER

[Signature]
John McGeever, Managing Member

[Signature]
William R. Robertson, Member

[Signature]
John G. Benner, Member

c.crest.br.Southmark resolution

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