

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Six Hundred Thirty Seven Thousand Six Hundred Fifteen and 00/100 Dollars (\$637,615.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP and FRANK C. ELLIS, JR., a married man and ELLIS INVESTMENTS, LLC, BENNER INVESTMENTS, LLC, MCGEEVER INVESTMENTS, LLC, AND ROBERTSON INVESTMENTS, LLC (herein referred to as Grantors, whether one or more), grant, bargain, sell and convey unto AUM PROPERTIES, LLC (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN (the Property or The Exhibit 'A' Property).

SUBJECT TO: See Exhibit 'G' for a list of the Permitted Exceptions to which this conveyance is subject to.

Grantors represent and warrant that there are no assessments due the City of Pelham or any governmental authority for the Property.

TOGETHER WITH the following non-exclusive, perpetual easements which are intended to run with the land:

1. A Non-Exclusive, perpetual easement, running with the land for vehicular and pedestrian ingress and egress over and across those parcels of real property described on Exhibit 'B' attached hereto and incorporated by reference herein.
2. A Non-Exclusive, perpetual easement, running with the land for vehicular and pedestrian ingress and egress and for utilities over and across that portion of the real property known as the Frontage Road described on Exhibit 'C' attached hereto and incorporated by reference herein.
3. A Non-Exclusive, perpetual easement, running with the land for driveway access over and across Buffalo's Cafe described on Exhibit 'D' attached hereto and incorporated by reference herein.
4. Non-Exclusive, perpetual and running with the land, beneficial rights for easement(s) for storm water drainage, sanitary sewer and utility easement as described on Exhibit 'E' attached hereto and incorporated by reference herein.
5. A Non-Exclusive, perpetual easement, running with the land for driveway access over and across Cahaba Valley Station LLC described on Exhibit 'F' attached hereto and incorporated by reference herein.

NOTE: All of the easements described herein are set forth on Boundary and Easement Map performed by Carr & Associates Engineers, Inc. DRAWING NUM 00.0607-01(R) revision.

The Property conveyed herein is not the homestead of Frank C. Ellis Jr. or his spouse.

TO HAVE AND TO HOLD to the said Grantee, it's successors and assigns, forever.

06/16/2000-20218
02:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF COURTS
111 100 100.00

IN WITNESS WHEREOF, the undersigned, INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP and FRANK C. ELLIS, JR., ELLIS INVESTMENTS, L.L.C., BENNER INVESTMENTS, L.L.C., MCGEEVER INVESTMENTS, L.L.C., and ROBERTSON INVESTMENTS, L.L.C. have hereunto set their hands and seals, this the 14 day of JUNE, 2000.

INTERSTATE RESTAURANT INVESTORS, LLP, AN
ALABAMA LIMITED LIABILITY PARTNERSHIP

By: [Signature]
John McGeever
Its: Partner

By: [Signature]
John G. Benner
Its: Partner

By: [Signature]
William R. Robertson
Its: Partner

By: [Signature]
Frank C. Ellis, Jr.

ELLIS INVESTMENTS, LLC
By: [Signature]
Its: Member

BENNER INVESTMENTS, LLC
By: [Signature]
Its: Member

MCGEEVER INVESTMENTS, LLC
By: [Signature]
Its: Member

ROBERTSON INVESTMENTS, LLC
By: [Signature]
Its: 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 MCGEEVER, JOHN G. BENNER and WILLIAM R. ROBERTSON, whose names as Partners of INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand and seal this 14 day of JUNE, 2000.

[Signature]
Notary Public

My Commission Expires: 3-1-2002

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that FRANK C. ELLIS, JR., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14 day of June, 2000.



Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that FRANK C. ELLIS as managing member of ELLIS INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and seal this 14 day of June, 2000.



Notary Public

My Commission Expires: 3-1-02

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 as managing member of BENNER INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and seal this 14 day of June, 2000.



Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN MCGEEVER as managing member of MCGEEVER INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and seal this 14 day of June, 2000.



Notary Public

My Commission Expires: 3-1-02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that WILLIAM R. ROBERTSON as managing member of ROBERTSON INVESTMENTS, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and seal this 14 day of June, 2000.



Notary Public

My Commission Expires 3-1-02

EXHIBIT A
AUM

A parcel of land containing 1.845 Acres (80386.481 Square feet) located in the Southwest Quarter of Section 31, Township 19 South and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet to the Point of Beginning; thence continue Southwesterly along the same course 418.06 feet; thence right $91^{\circ}31'00''$ Northwesterly 213.78 feet; thence right $115^{\circ}06'05''$ Easterly 129.88 feet; thence left $90^{\circ}00'00''$ Northerly 69.00 feet; thence right $83^{\circ}45'35''$ Northeasterly 151.35 feet; thence right $00^{\circ}29'40''$ Easterly 129.18 feet; thence left $86^{\circ}49'01''$ Northerly 75.46 feet; thence left $90^{\circ}00'00''$ Westerly 3.00 feet; thence right $90^{\circ}00'00''$ Northerly 83.61 feet; thence left $97^{\circ}15'13''$ Westerly 2.98 feet; thence right $90^{\circ}00'00''$ Northwesterly 73.39 feet; thence right $90^{\circ}19'27''$ to the chord of a curve to the left, concave Northerly, with a radius of 1979.89 feet, a central angle of $00^{\circ}39'34''$ and a chord length of 22.79 feet; thence run Easterly, then Northeasterly along the arc of said curve 22.79 feet; thence right $89^{\circ}40'33''$ from the chord extended Southeasterly 344.10 feet to the Point of Beginning.

PARCEL II:

- 1) An easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described as follows:

i) Commence at the Southeast corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 section line 506.79 feet; thence left $121^{\circ}25'36''$, 517.90 feet; thence $106^{\circ}46'08''$ right and run in a Northwesterly direction along the Easterly property line of the "Interstate Restaurant Investors" property (which is the Westerly property line of the "Bassett Furniture" property) for a distance of 188.10 feet to the POINT OF BEGINNING; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Inst. No. 1994-17716 in the Probate Office of Shelby County, Alabama; thence $90^{\circ}00'00''$ left 16.22 feet; thence $82^{\circ}42'48''$ left and leaving said existing easement run a distance of 83.28 feet; thence $90^{\circ}00'00''$ left 27.0 feet to the point of beginning.

ii) Commence at the Southeast Corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$, 517.90 feet; thence $106^{\circ}46'08''$ right and run in a Northwesterly direction along the Westerly property line of "Bassett Furniture" property (which is the Easterly property line of the "Interstate Restaurant Investors" property) for a distance of 188.10 feet to the Point of Beginning; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Inst. No. 1994-17716 in the Probate Office of Shelby County, Alabama; thence $90^{\circ}00'00''$ right, 11.0 feet; thence $97^{\circ}17'12''$ right and leaving said existing easement run a distance of 86.73 feet to the POINT OF BEGINNING.

iii) A strip 36 feet in width, extending back from Highway 119, 100 feet along the border between "Bassett Furniture" property and "Interstate Restaurant Investors" property, for the use of a joint driveway. Said joint driveway is to be 36 feet in width, extending back 100 feet from Highway 119, one-half of which is located on the "Bassett Furniture" property and one-half located on the "Interstate Restaurant Investors" property; being further described as follows:

EXHIBIT 'B'

- 2) An easement for ingress, egress and utilities over and across that portion of the real property known as the ~~Frontage Road~~ ^{Frontage Road} described as follows:

i) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left $121^{\circ}25'36''$ and run in a southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right $129^{\circ}40'07''$ and run in a northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the **POINT OF BEGINNING**, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left of $100^{\circ}50'51''$ to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of $05^{\circ}28'31''$ and a chord distance of 190.47 feet; thence run in an easterly direction parallel with the south right-of-way line of Alabama Highway No. 119 for a distance of 190.54 feet to the end of the easement herein described.

ii) A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left $121^{\circ}25'36''$ and run in a southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right of $129^{\circ}40'07''$ and run in a northeasterly direction for a distance of 683.30 feet to point on a curve to the left; thence turn an interior angle to the left of $100^{\circ}50'51''$ to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of $05^{\circ}28'31''$ and a chord distance of 190.47 feet; thence turn in an easterly direction parallel with the south right-of-way line of Alabama Highway No. 119 for a distance of 190.54 feet to a point on a curve to the left and the **POINT OF BEGINNING**, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right $172^{\circ}37'09''$ from chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of $09^{\circ}17'10''$; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right-of-way for a distance of 323.16 feet to the end of the easement herein described.

EXHIBIT C

2

- 3) An easement for driveway access across Buffalo's Cafe described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet; thence right $86^{\circ}49'01''$ Westerly 129.18 feet; thence left $00^{\circ}29'40''$ Westerly 117.75 feet to the point of beginning of the centerline of a 24 feet wide Access Easement; thence right $85^{\circ}55'12''$ Northwesterly 208.63 feet to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

EXHIBIT
D

EXHIBIT E

- 4) Beneficial rights for easement(s) for storm water drainage, sanitary sewer and utility easement, described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet; thence right $86^{\circ}49'01''$ Westerly 119.18 feet to the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence continue Westerly along the same course 10 feet to a Point "A"; thence left $00^{\circ}29'40''$ Westerly 154.35 feet to a Point "B"; thence right $85^{\circ}55'12''$ Northwesterly 205.00 feet; thence right $71^{\circ}00'00''$ Northeasterly 73 feet, more or less to the Southerly Right-of-Way line of Alabama Highway No. 119 to the termination of said easement. Also commencing at Point "A" and proceeding to Point "B" as the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence left $83^{\circ}45'35''$ Southerly 65.01 feet to a Point "C" at the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

ALSO:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet; thence right $86^{\circ}49'01''$ Westerly 129.18 feet; thence right $89^{\circ}48'11''$ Northerly 5.00 feet to the point of beginning of the centerline of a 10 foot wide storm sewer easement; thence left $90^{\circ}17'51''$ Westerly 92.53 feet; thence left $15^{\circ}39'35''$ Southwesterly 62.63 feet to the point of termination. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

- 2
- 5) An easement for driveway access across Cahaba Valley Station, LLC property described as follows:

A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southeast corner of the Southwest one-quarter of said Section 31; thence run in a northerly direction along the east boundary of the said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left $121^{\circ}25'36''$ and run in a southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right $129^{\circ}40'07''$ and run in a northeasterly direction for a distance of 381.90 feet to the POINT OF BEGINNING; Thence turn a deflection angle to the right $76^{\circ}56'58''$ and run in a northeasterly direction for a distance of 43.63 feet; thence turn an interior angle to the right $103^{\circ}03'02''$ and run in a northeasterly direction for a distance of 312.11 feet to the south right-of-way line of Alabama Highway No. 119 and a point on a curve to the right; thence turn an interior angle to the right $80^{\circ}57'02''$ to the chord of said curve, said curve having a radius of 1979.89 feet, a central angle of $00^{\circ}43'30''$, a chord distance of 25.05 feet; thence run in a southwesterly direction along the arc of said curve and along the said right-of-way line for a distance of 25.05 feet; thence leaving said right-of-way, turn an interior angle to the right $98^{\circ}54'23''$ from chord of said curve and run in a southwesterly direction for a distance of 272.85 feet to a point on a curve to the right; thence turn an interior angle to the right $225^{\circ}08'23''$ to the chord of said curve, said curve having a radius of 20.00 feet, a central angle of $81^{\circ}24'15''$, a chord distance of 26.09 feet; thence run along the arc of said curve 28.42 feet; thence turn an interior angle to the right $135^{\circ}00'12''$ from chord of said curve and run in a southwesterly direction for a distance of 26.72 feet to the POINT OF BEGINNING

EXHIBIT F

EXHIBIT "G"
TO DEED FROM INTERSTATE RESTAURANT INVESTORS, LLP ET AL.
TO AUM PROPERTIES, LLC

1. General and special taxes or assessments for 2000 and subsequent years not yet due and payable.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 101 page 506, Deed Book 112 page 513, Deed Book 170 page 258; as modified and affected by the Containment Letter, recorded in Inst. No. 1994-03175.
3. Right(s)-of-Way(s) granted to AT&T by instrument(s) recorded in Deed Book 168 page 405 in Probate Office.
4. Dedication of perpetual easement for public road as set out by instrument recorded as Inst. No. 1996-22947 in Probate Office.
5. The following matters as shown on the survey by Carr & Associates dated December 22, 1999, revised February 2, 2000;
 - a) sanitary sewer and utility easements(s) on the Northerly and Westerly sides as shown on the survey as Parcel(s) IV and V;
 - b) storm drainage easement across the land an on the Westerly side.
6. Permanent Drainage Easement to State of Alabama as set out by Inst. #1998-7162 in Probate Office.
7. Perpetual Easement for Public Sewer & Water to the City of Pelham dated February 22, 2000, as set out by Inst. No. 2000-5680 in the Probate Office.
8. Rights of others to use access easement(s) set out in Schedule C and reflected as Parcels III and VIII on the survey by Carr and Associates dated December 22, 1999, revised February 2, 2000.
9. Rights and obligations set out in the deed to Cahaba Valley Station, LLC as set out by Inst. No. 1999-7606 in the Probate Office.
10. Rights and obligations set out in the deed to The Krystal Company as set out by Inst. No. 2000-05681 in the Probate Office. (Exhibit B, Parcel No. II (1) only.)

11. Easement for Joint Use of Driveway between John Amos Furniture Company, Inc., Mary Martin, Jean Pryor, Tommy Johnson, Addie Smith and Rolling Johnson as set out by Inst. No. 1994-17714 the Probate Office. (Exhibit B Parcel No. II (2) (iv) only) and the Obligations set out therein.
12. Easement for Joint Use of Driveway between Owner(s) herein and Wilbur Hall and John T. Northrop and Faith Investment, Inc., as set out by Inst. No. 1999-49463 the Probate Office. (Exhibit B Parcel No. II (2) (ii & (iii) only) and the Obligations set out therein.
13. Rights and obligations set out in the deed to MBK II, LLC as set out by Inst. #2000-8158 in the Probate Office.
14. Easements to MBK II, LLC as set out in Inst. #2000-8158 for driveway(s), parking and sanitary sewer line(s) and the Obligations set out therein.
15. Non-exclusive Storm Water and Utility Easement as set out on Exhibit H attached hereto and incorporated by reference herein and as depicted on Carr and Associates Engineers, Inc., Drawing 00.0603-01R1. Grantee specifically has the right to use this easement.
16. The Physical Condition of the Property on the day of this conveyance, including, but not limited to, conditions of the soils, drainage onto the Property from contiguous real estate and potential flooding propensities of Bishop Creek. By accepting delivery of this Deed, Grantee accepts the Property in its "as is" condition.
17. Mineral and Mining rights not owned by the Grantors.

EXHIBIT

Also commencing at Point "B" and proceeding to Point "C" as the Point of Beginning; thence left 90°00'00" Easterly ten feet; Thence right 90°00'00" Southerly forty feet; thence right 90°00'00" Westerly 257 feet, more or less to the East line of a drainage easement recorded in Instrument No. 1998-7162; thence right 105° Northeasterly, more or less, 43 feet, more or less along said East line of the drainage easement, to the South line of "CAHABA VALLEY STATION"; thence right 75°, more or less, Easterly 235 feet more or less to the Point of Beginning.

Inst # 2000-20218

06/16/2000-20218
02:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 HNS 676.50