

Valued \$500<sup>00</sup>

Prepared by:  
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2001 Park Place, Suite 1400  
Birmingham, AL 35203-2736

Send Tax Notices to:  
Central State Bank

P.O. Box 110  
Catera, AL 35040

STATE OF ALABAMA     )  
                                      :  
COUNTY OF SHELBY     )

### STATUTORY WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT **James D. Wadsworth**, an unmarried man, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, does, subject to the exceptions hereinafter contained, hereby GRANT, BARGAIN, SELL and CONVEY unto **Central State Bank**, hereinafter referred to as the Grantee, that certain real property situated in the County of Shelby, State of Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter sometimes referred to as the "Property").

TOGETHER WITH all and singular the rights, tenements, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining.

This conveyance is made subject to: (i) any lien for taxes which are not yet due and payable; (ii) mineral and mining rights; (iii) road right-of-way as recorded in Deed Book 286, page 338; (iv) right-of-way granted Alabama Power Company recorded in Deed Book 103, page 166, Deed Book 119, page 256, and Deed Book 134, page 533; (v) easement and right-of-way granted Shelby County recorded in Deed Book 49, page 274, and Deed Book 102, page 426; (vi) right-of-way granted Postal Telegraph Cable Co. recorded in Deed Book 80, page 40; and (vii) 35 foot building restriction line on the southerly portion and also on the northerly, easterly, and westerly 15 foot portion as shown on recorded map.

This conveyance is also subject to the following reservations, restrictions, conditions and covenants running with the Property, and each portion thereof:

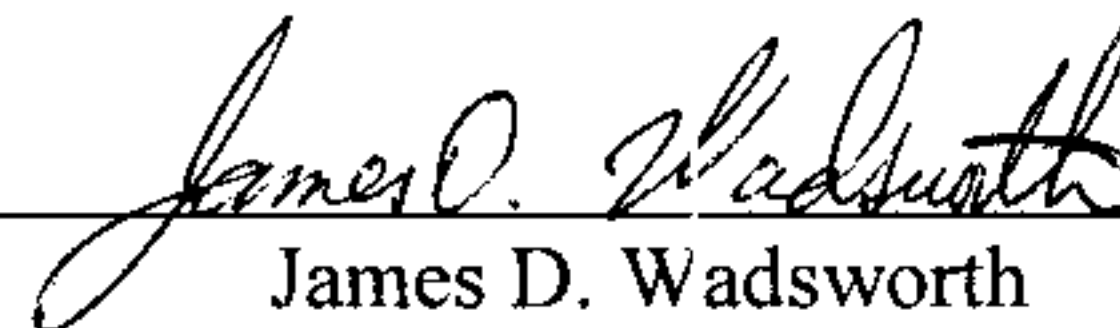
1. The Property shall not be used for operation thereon of a 24-hour breakfast-oriented restaurant or any of the following restaurants: Huddle House, Shoney's, Denny's, International House of Pancakes, Bob Evans Farms, Perkins Restaurants, Dunkin Donuts of America, American Waffle, Waffle King, Cracker Barrel, White Castle, Big Boy, Starbucks Coffee Shop, Brueggers Bagels, Krispy Kreme, Krystals, Original Pancake House, Omelet Shoppe, Manhattan Bagel Bakery, Bagelicious, Chesapeake Bagel Bakery, Einstein's, Great American Bagel or Biscuitville. Said restrictive covenant shall be for a duration of the lesser of 20 years after date of the deed into the grantee of the Waffle House Property or (after initial construction of a Waffle

House restaurant) for so long as the grantee of the Waffle House Property, its successors or assigns, continuously operates a Waffle House restaurant on the Waffle House Property (as defined below). The foregoing shall be a covenant running with the land as a burden on the Property for the benefit of Grantor's adjoining property as more particularly described on Exhibit B attached hereto and made a part hereof (herein sometimes referred to as the "Waffle House Property"), and Grantor and Grantor's successors and assigns as owners of the Waffle House Property.

2. The Property shall not be used for operation of a convenience store, gasoline sales facility, or carwash, or for the sale of petroleum products, convenience store type products or beer or wine for off-premises consumption, for 20-years following the date of this Deed and for so long thereafter as Grantor, his successors or assigns, are using Grantor's Adjoining Property (as defined below) for such purposes or any of them. Following expiration of ten (10) years after date of this Deed, the Property may not be converted from any use then being made of the Property to any use that would be in material competition with the use then being made of Grantor's Adjoining Property. The foregoing shall be a covenant running with the land as a burden on the Property in favor and for the benefit of Grantor's adjoining property as more particularly described on Exhibit C attached hereto and made a part hereof ("Grantor's Adjoining Property") and Grantor and Grantor's successors and assigns as owners of Grantor's Adjoining Property.

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns, in fee simple, forever.

IN WITNESS WHEREOF, the Grantor has executed and delivered this instrument to the Grantee as of the 15<sup>th</sup> day of March, 2001.

  
James D. Wadsworth

STATE OF ALABAMA

)

CHILTON COUNTY

:

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James D. Wadsworth, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of March, 2001.

Terry Carroll  
Notary Public

[NOTARIAL SEAL]

My commission expires: 1-6-02

## **EXHIBIT A**

### **The Property**

Lot 2 according to the Map and Survey of Wadsworth Subdivision (a commercial subdivision) as recorded in Map Book 28, page 2, in the Office of the Judge of Probate of Shelby County, Alabama.

## **EXHIBIT B**

### **The Waffle House Property**

Lot 1A according to the Map and Survey of Wadsworth Subdivision (a commercial subdivision) as recorded in Map Book 28, page 2, in the Office of the Judge of Probate of Shelby County, Alabama.

## **EXHIBIT C**

### **Grantor=s Adjoining Property**

Lot 1 according to the Map and Survey of Wadsworth Subdivision (a commercial subdivision) as recorded in Map Book 28, page 2, in the Office of the Judge of Probate of Shelby County, Alabama.

**Inst # 2001-09603**

**03/16/2001-09603  
02:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE**

**006 MEL 26.50**