## STATUTORY WARRANTY DEED

Send Tax Notices To: STATE OF ALABAMA c/o Ron Froehlich 2501 Cameron Circle COUNTY OF SHELBY Birmingham, Alabama 35242

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Forty-Five Thousand Six Hundred Seventy and 38/100 (\$345,670.38) in hand paid by JOHN O. FREEMAN, JR., a resident of Alabama, (the "Grantee"), to the undersigned grantor, AIG BAKER LEE BRANCH, L.L.C., Delaware limited liability company, (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 Birmingham, Shelby County, Alabama, to-wit:

Parcel 2A of that certain map entitled 1<sup>ST</sup> REVISION OF THE AMENDED MAP OF LEE BRANCH CORPORATE CENTER, as said map appears of record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 26, Page 33, as revised in Map Book 26, Page 109, as further revised in Map Book 28, Page 58 (the "Property");

The Property is conveyed subject to the title encumbrances described in Exhibit A attached hereto and incorporated herein by reference and subject to the restrictions set forth in Exhibit B, attached hereto and incorporated herein by reference.

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 on Exhibit A and the restrictions set forth on Exhibit B attached hereto.

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

JUNE OF PA 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 (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 noncontiguous 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; (iii) 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.

IN WITNESS WHEREOF, the said Grantor, who is authorized to execute this conveyance, hereto sets its signature and seal this the  $\frac{2^{-16}}{100}$  day of  $\frac{100}{100}$ , 2001.

#### **GRANTOR:**

AIG BAKER LEE BRANCH, L.L.C., a Delaware limited liability company

By: AIG Baker Shopping Center Properties. L.L.C.,

Tto: Dona and A. A.

its sole member

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County and State, hereby certify that Alex D. Baker, as President of AIG Baker Shopping Center Properties, L.L.C., the sole member of AIG Baker Lee Branch, L.L.C., whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same as a voluntary act on behalf of the company.

GIVEN under my hand and seal this the 10th day of May, 2001.

Notary Public

My Commission Expires: January 2, 2002

# **EXHIBIT "A"**

## **Permitted Exceptions**

- 1. Taxes for the year 2001 and subsequent years.
- 2. Restrictions appearing of record in Map Book 8, Page 106.
- Easement(s); building line; and, restrictions appearing of record in Map Book 26, Page 33; as amended by the Amended Map of Lee Branch Corporate Center recorded in Map Book 26, Page 109.
- 4. Right-of-way granted to Shelby County, Alabama recorded in Volume 135, Page 126.
- 5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 149, Page 1.
- 6. Right-of-way granted to Alabama Power Company recorded in Volume 109, Page 502.
- 7. Covenants regarding sewage system recorded in Inst. No. 1998-16516.

## **EXHIBIT "B"**

# Restrictions

Purchaser agrees to comply with the following which shall run with the land:

- 1. Declaration of Protective Covenants for Lee Branch Corporate Center as recorded with the Shelby County Judge of Probate on February 22, 2000, as Document No. 2000-05486.
- 2. Articles of Incorporation of Lee Branch Corporate Center Property Owners' Association as recorded with Shelby County Judge of Probate on February 22, 2000, as Document No. 2000-05484, and the By-Laws thereof.

Inst # 2001-19750

05/15/2001-29750
03:03 FM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
21.00