

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA,
Plaintiff,

v.

UNIVERSITY ASSOCIATES, INC.,
Owner of the fee; **PETER LADEWIG,**
VICE PRESIDENT, **PEOPLES BANK &**
TRUST COMPANY(MORTGAGEE) and **DANIEL W.**
THOMPSON, MORTGAGEE and
PRESIDENT, and **ANNETTE D. SKINNER,**
SHELBY COUNTY TAX COLLECTOR,

CASE NO. 42-203

Defendants.

NOTICE of LIS PENDENS

TO THE HON. PATRICIA YEAGER FUHRMEISTER, JUDGE OF PROBATE
OF SHELBY COUNTY, ALABAMA:

COMES NOW, the State of Alabama, by and through its Deputy Attorney General, and files herewith notice to all persons concerned that on the 14 day of March, 2002, condemnation proceedings were commenced in the probate Court of Shelby County, Alabama, whereby said State of Alabama seeks to obtain certain public rights-of-way and other rights, and said proceedings are now pending.

The name of the property owner concerned together with the property sought to be condemned is set forth below:

PROPERTY OWNER	UNIVERSITY ASSOCIATES, INC.
PETER LADEWIG (OFFICER)	UNIVERSITY ASSOCIATES, INC.
TAX COLLECTOR	ANNETTE D. SKINNER
(MORTGAGEE)	PEOPLES BANK & TRUST COMPANY
(MORTGAGEE/OFFICER)	DANIEL W. THOMPSON

03/18/2002-12690
11:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MSB 24.00

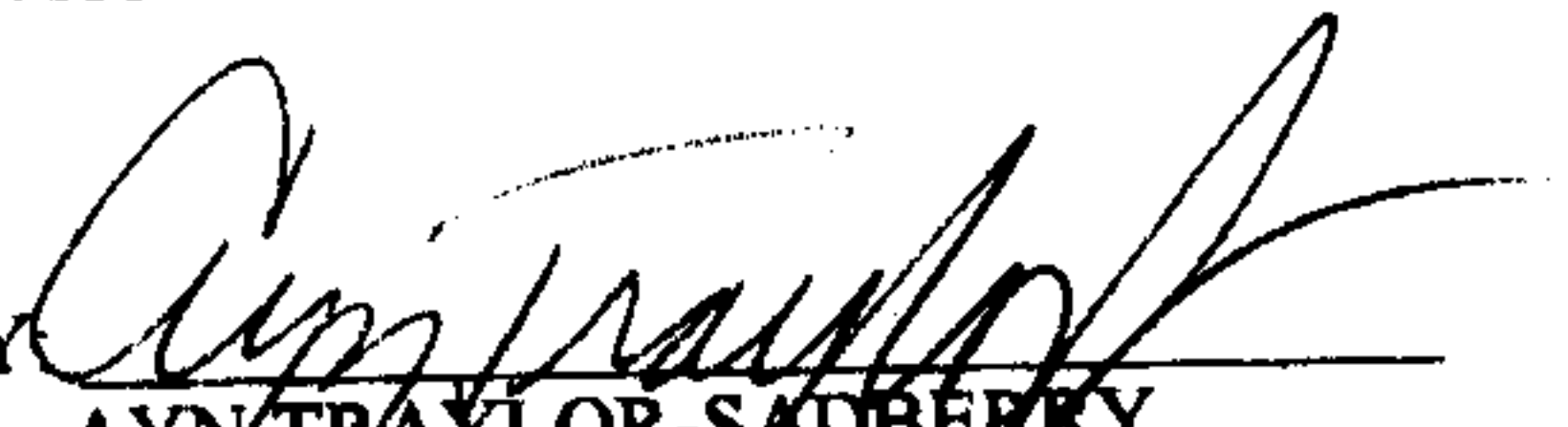
Inst # 2002-12690

Property described on Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Description of above described property is taken from right of way map of Project STPBH-9802(98) of record in the Alabama Department of Transportation, and in the Office of the Judge of Probate of Shelby County, Alabama.

The title of the action and the case number thereof are as hereinabove designated.

STATE OF ALABAMA

BY 
AYN TRAYLOR-SADBERRY
DEPUTY ATTORNEY GENERAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

I hereby certify that the within Notice of Lis Pendens was filed in this office for record on the _____ day of _____, 2002, at _____ o'clock _____ m. and duly recorded as Instrument No. _____, and examined.

JUDGE OF PROBATE

EXHIBIT A

THIS INSTRUMENT PREPARED BY:

ALABAMA DEPARTMENT OF TRANSPORTATION
BIRMINGHAM, ALABAMA 35202

STATE OF ALABAMA)

COUNTY OF SHELBY)

TRACT NO. 9

FEE SIMPLE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the sum of _____ dollars, cash in hand paid to the undersigned by the State of Alabama, the receipt of which is hereby acknowledged, we (I) the undersigned grantor(s), _____ have (has) this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property, lying and being in Shelby County, Alabama and being more particularly described as follows:

AND AS SHOWN ON THE RIGHT-OF-WAY MAP OF PROJECT NO. STPBH-9802(98) of record with the Alabama Department of Transportation, a copy of which is also deposited in the Office of the Judge of Probate of Shelby County, Alabama, as an aid to persons and entities interested therein, and as shown on the property plat attached hereto and made a part hereof:

Part of the SW¼ of NE¼, Section 21, T-22-S, R-3-W, identified as Tract No. 9 on Project No. STPBH-9802(98) in Shelby County, Alabama and being more fully described as follows:

Commencing at the Southwest Corner of said SW¼ of NE¼, thence north along the west line of said SW¼ of NE¼ a distance of 190.18 meters, more or less to the existing east right of way line of State Route 119; thence north along said existing east right of way line a distance of 18.54 meters, more or less to a point that is 9.81 meters easterly of and at right angles to the centerline of construction of said project at Station 15+15.25 and the point of beginning of the property herein to be conveyed; thence north along said existing southeast right of way line a distance of 19.678 meters to the existing south right of way of Overland Road; thence easterly along said south right of way line a distance of 7.784 meters to a point that is 17.27 meters easterly of and at right angles to said centerline at Station 15+34.56; thence southwesterly a distance of 20.895 meters to the point of beginning. Containing 0.008 hectare, more or less. (Tax ID#58-27-05-21-01-3-5.000)

ALSO: A Temporary Easement necessary for construction and being more fully described as follows:

Beginning at a point on the existing east right of way line of State Route 119 that is 9.81 meters easterly of and at right angles to said centerline at Station 15+15.25; thence northeasterly a distance of 11.62 meters, more or less to a point that is 14 meters easterly of and at right angles to said centerline at Station 15+26.09; thence southerly, parallel with said centerline, a distance of 83.84 meters, more or less, to a point 14 meters easterly of and at right angles to the centerline of State Route 119 at station 14+42.25 on the present north right of way line of Mitchell Street, the south property line; thence westerly along said south property line a distance of 3.31 meters, more or less, to the existing east right of way line of State Route 119; thence northerly along said right of way line a distance of 72.79 meters, more or less, to the point of beginning. Containing 0.030 hectare, more or less. (Tax ID#58-27-05-21-01-3-6.000)

The Grantor's, the Successors and Assigns of said Grantors herein, hereby reserves the mineral rights to the property hereby conveyed to the State of Alabama, but it is understood and agreed by and between the Parties to this conveyance that the rights so reserved will in no way affect or interfere with any maintenance of public roads and highways on the property herein conveyed.

TO HAVE AND TO HOLD, unto the State of Alabama, it's successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESTATED, we (I) do for ourselves (myself), for our (my) heirs, executors, administrators, successors and assigns covenant to and with the State of Alabama that we (I) are (am) lawfully seized and possessed in fee simple title for said tract or parcel of land hereinabove described; that we (I) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor, and that we (I) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above stated is full compensation to them (him-her) for this conveyance, and hereby release the State of Alabama and all of it's employees and officers from any and all damages to their (his-her) remaining property arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal(s) this the _____day of _____, 20____.

_____**L.S.**

_____**L.S.**

