

THIS INSTRUMENT PREPARED BY:
JAY F. PUMROY, ESQUIRE
WILSON, PUMROY, TURNER & JAMES, L.L.C.
P.O. BOX 2333
ANNISTON, ALABAMA 36202

STATE OF ALABAMA
SHELBY COUNTY

STATUTORY WARRANTY DEED

This is a Statutory Warranty Deed executed and delivered this 30th day of JULY, 2002, by **McWhorter Properties-Hoover, L.L.C., an Alabama limited liability company** (hereinafter referred to as "Grantor") to **Loews Limited Partnership, a Florida limited partnership** (hereinafter referred to as "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the payment of Two Million Seven Hundred Fifty Thousand and No/100 (\$2,750,000.00) Dollars cash by Grantee to Grantor and the assumption by Grantee of the unpaid principal balance of those certain Promissory Notes secured by that certain Mortgage and Security Agreement to Principal Life Insurance Company dated October 26, 1998, recorded as Instrument #1998-43183, in the Probate Office of Shelby County, Alabama, the receipt and sufficiency of which consideration are hereby acknowledged by Grantor, Grantor does by these presents, grant, bargain, sell and convey unto Grantee certain real estate situated in the City of Hoover, Shelby County, Alabama, as described on the attached Exhibit "A", to have and to hold said property, together with all rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding such property.

✓
FIRST AMERICAN TITLE INS. CO.
ORDER CENTRAL AL / MS
ATTN: J ALLEN MIZE
300 OFFICE PARK DRIVE STE 175
BIRMINGHAM, AL 35223

The conveyance of this real estate is made subject to those matters or exceptions shown on Exhibit "B" attached hereto.

To Have and To Hold to the said Grantee, its successors and assigns, forever.

Grantor hereby covenants and agrees with Grantee, its successors and assigns, that Grantor, its successors and assigns, will warrant and defend the above-described real estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

In Witness Whereof, Grantor, by its duly authorized Manager, has caused this Statutory Warranty Deed to be executed the date first above written.

McWhorter Properties-Hoover, L.L.C.

BY: Earlon C. McWhorter
Earlon C. McWhorter, Manager

STATE OF ALABAMA
COUNTY OF CALHOUN

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Earlon C. McWhorter**, as Manager of **McWhorter Properties - Hoover, L.L.C.**, an Alabama Limited Liability Company, 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company, acting in his capacity as Manager as aforesaid.

Given under my hand and official seal, this 30th day of July, 2002.



Notary Public

My Commission Expires: _____

Send Tax Notice To:

Loews Limited Partnership
777 Arthur Godfrey Road, 4th Floor
Miami Beach, Florida 33140

JAY F. PUMROY - Notary Public
STATE OF ALABAMA
My Commission Expires April 25, 2003.

EXHIBIT "A"

A tract of land in Sections 20 and 29, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 29 and run Southerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 201.41 feet; thence turn 40 deg. 05 min. 32 sec. left and run Southeasterly 128.89 feet to a point on the Northwest right of way line of Valleydale Road; thence turn 96 deg. 26 min. 38 sec. right and run Southwesterly along said right of way line 430.12 feet; thence turn 35 deg. 56 min. 44 sec. right and run Westerly 478.15 feet; thence turn 71 deg. 49 min. 38 sec. right and run Northwesterly 295.80 feet; thence turn 15 deg. 53 min. 15 sec. right and run Northerly 251.18 feet; thence turn 16 deg. 31 min. 05 sec. right and run Northeasterly 333.60 feet; thence turn 73 deg. 31 min. 48 sec. right and run Easterly 738.03 feet; thence turn 89 deg. 56 min. 03 sec. right and run 337.80 feet to the point of beginning.

NOTE: THE ABOVE TRACT OR PARCEL IS ALSO KNOWN AS:

Lot 1, according to Lowes of Hoover Resurvey, as recorded in Map Book 25, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama, being a Resurvey of Lot 1, according to the survey of Lowes of Hoover, as recorded in Map Book 23, Page 80, in said Probate Office.

EXHIBIT "B"

1. Ad valorem taxes for 2002 and subsequent years not yet due and payable.
2. 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 subject property, including rights set out in Deed Book 5, Page 712.
3. Right of Way or Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Deed Book 129, Page 570, Deed Book 179, Page 358, and in Inst.# 1998-34349.
4. Declaration of Protective Covenants as set out in Real 153, Page 395, and Waiver and Approval of Provisions of said Declaration of Protective Covenants recorded in Inst. # 1997-40262.
5. All existing, future or potential common law or statutory rights of access between the rights of way of I-65 and subject property as conveyed and relinquished to the State of Alabama.
6. Order and Decree of Condemnation by and between the State of Alabama vs. Laura Estelle Rutherford dated November 24, 1976, and as set out in Inst. #1993-8466, and Case No. 19-260.
7. Easement Agreement related to generator by and between Southlake Properties, an Alabama general partnership and Medplex Land Associates, an Alabama general partnership recorded in Inst. #1997-40261 and as shown in Map Book 23, Page 80.
8. Restrictions, covenants and conditions as set out in instrument recorded in Real 155, Page 944.
9. Declaration of Covenants, Conditions, Restrictions and Easements dated October 22, 1997, recorded as Inst. #1997-35215.
10. Right of Way to Alabama Gas Corporation as recorded in Inst. #1999-382.
11. Terms and conditions of Lease Agreement (unrecorded) dated October 30, 1997, by and between McWhorter Properties-Hoover, L.L.C., and Lowe's Home Centers, Inc., and Memorandum of Lease regarding same, recorded as Inst. # 1997-41065 and rerecorded as Inst. # 2002-0801000357090 .

12. Mortgage and Security Agreement executed by McWhorter Properties-Hoover, L.L.C., to Principal Life Insurance Company, dated October 26, 1998, filed on November 3, 1998, recorded in Instrument # 1998-43183; along with Assignment of Leases and Rents recorded in Instrument #1998-43184; UCC-1 Financing Statement recorded in Instrument # 1998-43185, and Subordination, Non-Disturbance and Attornment Agreement recorded in Instrument # 1998-43417.

The recorded references above refer to the records in the Office of the Judge of Probate of Shelby County, Alabama, unless otherwise indicated.

20020801000357100 Pg 5/5 2,773.00
Shelby Cnty Judge of Probate, AL
08/01/2002 09:14:00 FILED/CERTIFIED