


This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue Suite 101
Birmingham, Alabama 35226

Send Tax Notice To:

2
FIRST FINANCIAL BANK
1680 4TH AVE
BIRMINGHAM AL.
352020

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)


20030714000441500 Pg 1/2 635.00
Shelby Cnty Judge of Probate, AL
07/14/2003 08:10:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Six hundred twenty-one thousand and 00/100 Dollars (\$621,000.00), to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, Pelham Parkway, LLC, an Alabama Limited Liability Company, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto First Financial Bank, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 1, according to the survey of Pelham Parkway North Commercial Subdivision, as recorded in Map Book 27, Page 113 in the Probate Office Shelby County, Alabama. Situated in Shelby County, Alabama.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement located on Lot 2 as shown on the map and survey of Pelham Parkway North Commercial Subdivision as recorded in Map Book 27, page 113 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee, its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement as shown on the map and survey of Lot 1, Pelham Parkway Commercial Subdivision as recorded in Map Book 26 , page 116 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee ,its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement as shown on the map and survey of Lot 2, Pelham Parkway Commercial Subdivision as recorded in Map Book 27, page 44 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee ,its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

TOGETHER WITH: a non-exclusive, perpetual easement, running with the land, for ingress, egress and utilities over and across the 24 foot ingress/egress easement as shown on the map and survey of Lot 3, Pelham Parkway Commercial Subdivision as recorded in Map Book 27 , page 86 in the Probate Office of Shelby County, Alabama. Grantee herein, its successors and assigns shall be responsible for extraordinary damage to the improvements located within this easement which are caused by the Grantee ,its successors and assigns or their guests, invitees, contractors, employees or vendors provided the owners of the property over which said easement runs maintains said driveway in good condition (excluding extraordinary damage) at such owners sole cost and expense. Nothing contained herein is intended to convey, and does not convey any easement other than the easement described in this paragraph.

Grantor reserves unto itself and its successors and assigns a non-exclusive, perpetual easement for ingress, egress and utilities over and across the 24 foot ingress/egress easement located on the Property conveyed herein and as shown on the survey of Pelham Parkway North Commercial Subdivision, as recorded in Map Book 27, page 113 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Taxes due in the year 2003 and thereafter; (2) Easement(s) to City of Pelham as shown by Instrument recorded in DeedBook 337, Page 525 and by recorded Plat (Map Book 27, Page 86) in the Probate Office; (3) Easement(s) to City of Pelham as shown by Instrument Number 1999-18797 in the Probate Office; (4) Sanitary sewer easements along the Westerly side of insured premises, and as shown by plat (Map Book 27, Page 86 and Map Book 27, Page 113); (5) Road right of way, as shown on the survey by Robert C. Farmer, dated August 7, 1996; revised August 18, 1998 and October 2, 2000, and as shown by plat (map Book 27, Page 86 and Map Book 27, Page 113); (6) Rights or others to use ingress and egress easement area as set out on Map Book 26, page 116 and Map Book 27, Page 44, Map Book 27, Page 86 and map Book 27, Page 113; (7) Declaration of Restrictive Covenants as set out in Instrument Number 2000-25925 in the Probate Office; (8) Ingress/Egress Easement Agreement as set out in Instrument Number 2000-25928 in the Probate Office; (9) Mineral and mining rights not owned by the Grantor; (10) Encroachment of light standards on the Property conveyed herein.

This deed has been executed as required by the Articles of Organization and Operating Agreement of the Grantor and the same have not been modified or amended.

TO HAVE AND TO HOLD to the said Grantee, his/her/its/their successors and assigns forever.

And I do for myself and for my heirs, executors and administrators, covenant with said Grantee, their successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, their successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, Pelham Parkway, LLC, has hereunto set his hand and seal, this the 11 day of JULY, 2003.

Pelham Parkway, LLC

By John M. Geever
John McGeever

Its: Member

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
Jeffery COUNTY)

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that John McGeever as Member of Pelham Parkway, 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 official seal this 11 day of JULY, 2003.

Jeffery
Notary Public
My Commission Expires: 3.1.06