



20040503000229830 Pg 1/5 24.00
Shelby Cnty Judge of Probate, AL
05/03/2004 13:31:00 FILED/CERTIFIED

This instrument was prepared by:
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Gordon & Associates, L.L.C.
600 University Park Place, Suite 350
Birmingham, Alabama 35209

Send Tax Notice to:
Drakos Family Partnership
1681 Montgomery Highway
Birmingham, Alabama 35216
ATTN: George A. Drakos

The consideration set out herein is represented by a purchase money mortgage in favor of First Commercial Bank recorded simultaneously herewith.

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHELBY)

That in consideration of Two Million Fifty-Six Thousand Nine Hundred Twenty-Four Dollars and 80/100 (\$2,056,924.80) to the undersigned Grantor, Dantract, Inc., an Alabama corporation (hereinafter referred to as GRANTOR), in hand paid by Drakos Family Partnership, an Alabama general partnership (herein referred to as GRANTEE), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 1, 2 and 3, according to the Survey of The Crossroads Addition to Hoover, as recorded in Map Book 31, Page 121, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

6. Taxes or special assessments which are not shown as existing by the public records.
7. 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.
8. General and special taxes or assessments for the year 2004 and subsequent years not yet due and payable.
9. Building setback lines for Lot 1:
 - a) 50 feet on the Southwesterly side;
 - b) 15 feet on the Northwesterly side;
 - c) 30 feet on the Northeasterly side;
 - d) 40 feet on the Easterly and Southeasterly sides.
10. Building setback lines for Lot 2:
 - a) 50 feet on the Southwesterly side;
 - b) 15 feet on the Northwesterly and Southeasterly sides;
 - c) 30 feet on the Northeasterly side.
11. Building setback lines for Lot 3:
 - a) 50 feet on the Southwesterly side;
 - b) 15 feet on the Northwesterly and Southeasterly sides;
 - c) 30 feet on the Northeasterly side.
12. Easements for Lot 1 as shown by recorded plat, including:
 - a) 20 feet for utilities on the Northerly, Easterly and Southeasterly sides;
 - b) 25 feet for access easement in Northeasterly, Easterly, Southeasterly, and Southwesterly portions of the land;
13. Easements for Lot 2 as shown by recorded plat, including:
 - a) 20 feet for utilities on the Northerly side;

- b) 25 feet for access easement on the Southwesterly and Northeasterly portion of the land;
- 14. Easements for Lot 3 as shown by recorded plat, including:
 - a) 20 feet for utilities on the Northeasterly side;
 - b) 25 feet for access easement on Northeasterly, Northwesterly, and Southwesterly portions of the land.
- 15. Declaration of Covenants, Restrictions, and Easements as set out in instrument(s) recorded in Inst. No. 20040122000037120, in the Probate Office.
- 16. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 314 page 506; Inst. No. 1996-531; Inst. No. 1996-532 and Inst. No. 2000-38942 in the Probate Office.
- 17. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 109 page 491; Deed 141 page 180 and Deed 109 page 499 in the Probate Office.
- 18. Right(s) of Way(s) granted to Shelby County by instrument(s) recorded in Final Record 13 page 330; Deed 95 page 519 and Deed 135 page 59 in the Probate Office.
- 19. Right(s) of Way granted to State of Alabama by instrument(s) recorded in Inst. No. 1993-3977 and Deed 253 page 844 in the Probate Office.
- 20. Restrictions, limitations and conditions as set out in Map Book 28 page 79 and Map Book 30 page 62 and Map Book 31 page 121 in the Probate Office.
- 21. Covenant and Agreement for water service as set out in Real 235 page 574; Inst. No. 1992-20786 and Inst. No. 1993-20840 in the Probate Office.
- 22. Rights of others to the use of various access easements as shown on Map Book 31 page 121.

THIS PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS"

This conveyance is made subject to the following restrictive covenants which are to run with the bargained premises, as applicable, and shall be binding on GRANTEE and any future grantee, their successor's and/or assigns:

- A. GRANTEE covenants that it will commence construction of a seafood restaurant on Lot 1 of the bargained premises within twenty-four (24) months from the date of the recording of this deed.

- B. For a period of five (5) years from the recording of this deed, GRANTOR shall have the exclusive right of first refusal to repurchase Lot 1 of the bargained premises in the event that the GRANTEE does not construct and operate a seafood restaurant.
- C. GRANTEE is restricted for a period of one and one-half (1.5) years from the recording of this deed from using Lots 1, 2, or 3 of the bargained premises as a bank or financial institution.

GRANTOR, is the owner of that certain lot adjacent to the bargained premises identified as Lot 3A according to the Final Record Plat of a Resurvey of the Crossroads, as recorded in Map Book 30, page 62, in the Probate Office of Shelby County, Alabama ("Lot 3A"), and covenants that it shall restrict any future grantee of Lot 3A from the use of Lot 3A as a primary seafood restaurant for a period of three (3) years from the recording of this deed.

GRANTOR retains a 30 foot utility easement along the southerly lot line of Lots 1 through 3, inclusive, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, for the purpose of construction, maintenance and repair of any and all utility facilities, including but not limited to, sanitary sewer systems, drainage, storm water systems, domestic and fire water systems, fire protection installations, electric power, gas lines, if any, conduits for telephone, television cables and lines, and fiberoptics and the like and any and all necessary connections, including lines, pipes, conduits and ducts in connection with said utilities, which cross over, under, upon or through said utility easement.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the said GRANTOR, who is authorized to execute this conveyance, has hereto set its signature this the 28th day of April, 2004.

Dantract, Inc.

By:


Richard T. Darden, Vice-President

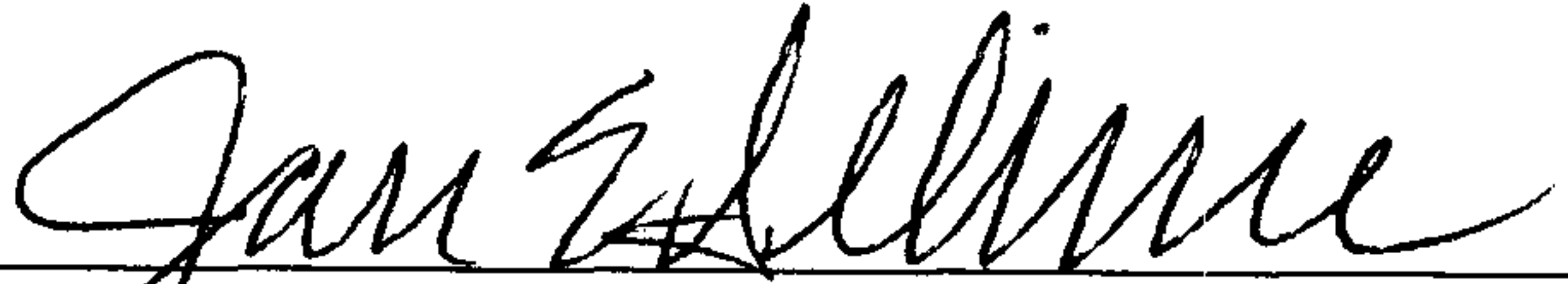
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard T. Darden whose name as Vice-President of Dantract, Inc., an Alabama corporation, 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 conveyance, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 28th day of April, 2004.

(SEAL)



Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 16, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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EXHIBIT A

PROPOSED 30' EASEMENT
FOR UTILITIES IN FRONT OF LOTS 1 THROUGH 3
THE CROSSROADS ADDITION TO HOOVER
MAP BOOK 31 PAGE 121, SHELBY COUNTY, ALABAMA
APRIL 28, 2004

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

An easement, 30 feet in uniform width, adjacent to U.S. Hwy. 280, along the Southerly lot line of Lots 1 through 3, inclusive, of The Crossroads Addition to Hoover, as recorded in Map Book 31, at Page 121, in the Office of the Judge of Probate, Shelby County, Alabama.