

This Instrument was prepared by:
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Birmingham, Alabama 35244

Send Tax Notice to:

5000⁰⁰

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS and other good and valuable consideration to the undersigned GRANTOR, DBI PROPERTIES, L.L.C., in hand paid by D. BRUCE IRWIN, GRANTEE herein, the receipt of which is hereby acknowledged, GRANTOR does by these presents, grant, bargain, sell and convey unto the GRANTEE the following described real estate, situated in Shelby County, Alabama, to-wit:

Part of the West ½ of the Southeast ¼, Section 19, Township 19 South, Range 2 West, Shelby County, City of Hoover, Alabama, being more particularly described as follows:

From the Southwest corner of the Northwest ¼ of the Southeast ¼ of said Section 19, run in an Easterly direction along the South line of said ¼ - ¼ Section for a distance of 383.29 feet, thence turn an angle to the left of 90° 00' and run in a Northerly direction for a distance of 472.62 feet, more or less, to a point on a curve on the Southerly right of way line of Riverchase Office Road, as shown on map recorded in Map Book 7, Page 124, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 114° 23' 53" to the tangent of a curve to the left, said curve having a central angle of 23° 56' 00" and a radius of 430.00 feet and being concave in a northerly direction; thence run in an easterly direction along the arc of said curve and said Southerly right of way line for a distance of 179.62 feet, more or less, to an existing iron pin being the Northeasterly corner of the John H. Harland Company property, and the Point of Beginning; thence turn an angle to the right of 90° from tangent to said curve and run in a Southerly direction along a line radial to said curve, and along the Easterly line of the John H. Harland Company property for a distance of 203.88 feet to an existing iron pin; thence turn an angle to the left of 19° 00' and run in a Southeasterly direction for a distance of 92.59 feet; thence turn an angle to the right of 0° 04' 30" (recorded 0° 02' 30") and run in a Southeasterly direction for a distance of 417.12 feet (recorded 417.62 feet) to an existing iron pin; thence turn an angle to the left of 92° 58' 46" (recorded 93° 00' 37") and run in a Northeasterly direction for a distance of 42.26 feet to an existing iron pin at the Southwest corner of a cellular tower site; thence turn an angle to the left of 87° 01' 26" and run Northeasterly for 70.10 feet to an old iron pin; thence 87° 01' 26" right and run Northeasterly for 80.00 feet to an old iron pin; thence 87° 01' 26" left and run in a Northwesterly direction for a distance of 250.14 feet to an existing iron pin; thence turn an angle to the right of 63° 43' 02" (recorded 63° 42' 09") and run in a Northeasterly direction for a distance of 224.42 feet (recorded 224.37 feet) to an existing iron pin being on the South line of Riverchase Office Road; said point being on a curve to the right; thence 24° 42' 15" (recorded 24° 48' 04") right to become radial to a curve to the right, said curve having a central angle of 47° 50' 04" and radius of 65.00 feet and being concave in an Easterly direction; thence run in a Northerly direction along the arc of said curve and said Southwesterly right of way line for a distance of 54.27 feet to a point of reverse curve, said curve having a central angle of 61° 18' 59", a radius of 25.00 feet and being concave in a Westerly direction; thence run in a Northerly direction along the arc of said curve and said right of way line for a distance of 26.75 feet to the end of the second curve and the point of beginning of a third curve to the left; said curve having a central angle of 58° 44' 48" a radius of 240.00 feet and being concave in a Southwesterly direction; thence run along the arc of said curve for 246.08 feet to the end of said curve; thence at tangent to the end of said curve run in a Westerly direction along the Southerly right of way line of Riverchase Office Road for a distance of 104.38 feet to a point of a curve to the right, said curve having a central angle of 2° 41' 00" and radius of 430.00 feet, and being concave in a Northerly direction; thence run in a Westerly direction along the arc of said curve and said right of way line for a distance of 20.14 feet, more or less, to the Northeast corner of the John H. Harland Company property and the Point of Beginning, being situated in Shelby County, Alabama

SUBJECT TO:

1. Taxes for the year 2004 and thereafter.
2. Easement agreement as recorded in Instrument #1999-50914.
3. Declaration of Protective Covenants, Agreements, Easement, Charges and Liens for Riverchase (Business) recorded in Misc. Book 13, page 50, amended by Amendment No. 1 recorded in Misc. Book 15, Page 189, and as further amended by Amendment No. 2 recorded in Misc. Book 19, Page 633.
4. Restrictions appearing of record in Deed Book 333, Page 322.
5. That certain Land Use Agreement between The Harbert Equitable Joint Venture and Blue Cross Blue Shield of Alabama, recorded in Misc. Book 19, Page 690.
6. Utility Easements and sanitary sewer easements as shown on survey of Laurence D. Weygand, dated May 19, 1981 recorded in Deed Book 333, Page 321.
7. Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 337, Page 300 and Deed Book 337, Page 305.
8. Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 225, Page 998 and Deed Book 225, Page 996
9. Title to all minerals within and underlying the Property, together with all mining right and other right, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 127, Page 525.
10. That certain Subordination, Attornment and Lessee-Lessor Estoppel Agreement as recorded in Instrument #2000-25979.
11. That certain UCC-1 Financing Statement with debtor being General Electric Capital Business Asset Funding Corporation, as recorded in Instrument #2000-25980, in the Office of the Judge of Probate of Shelby County, Alabama.
12. That certain UCC-1 Financing Statement with debtor being General Electric Capital Business Asset Funding Corporation, as recorded in Instrument #2000-32372, with the Secretary of State.
13. Terms and conditions of that certain Lease Agreement, dated 07/10/00, from DBI Properties, LLC and American Family Care, Inc.
14. That certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing from DBI Properties, LLC, a Delaware limited liability company to General Electric Capital Business Asset Funding Corporation in the amount of \$1,430,195.00 dated July 10, 2000, filed August 2, 2000 @2:02 PM, as recorded in Instrument #2000-25978, in the Office of the judge of Probate of Shelby County, Alabama.
15. Terms and conditions of Lease between D. Bruce Irwin and BellSouth Mobility, L.L.C., as evidenced by a Memorandum of Lease recorded in Instrument # 2001-45424.
16. Easement Agreement between DBI Properties, LLC and R. Charles Stagner, as recorded in Instrument #1999-50914.
17. Terms, Conditions, Sight Designation Supplement and Memorandum of Sub-Lease between BellSouth Mobility and Crown Castle Mortgage Corporation South, Inc. as recorded in Instrument #2002-43015.

In Witness Whereof, the said GRANTOR by its member, D. Bruce Irwin, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 6th day of July, 2004.

DBI Properties, L.L.C.

By: D. Bruce Irwin
D. Bruce Irwin, Its member

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, ANNA FAY SHAW, a Notary Public, in and for said County in said State, hereby certify that D. Bruce Irwin, whose name as member of DBI Properties, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 6th day of July, 2004

Anna Fay Shaw
Notary Public

My Commission Expires: June 30, 2005