

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney NAJJAR DENABURG, P.C. 2125 Morris Avenue Birmingham, Alabama 35203

> SEND TAX NOTICE TO: OTI Properties, LLC 13491 S.W. 69th Court Miami, FL 31156

WARRANTY DEED

THE STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

That in consideration of Ten Dollars, (\$10.00) PLUS THE ASSUMPTION OF THE HEREINAFTER DESCRIBED MORTGAGE, in hand paid to the undersigned Richard R. Greenspan and wife, Yvette M. Greenspan (hereinafter referred to as "GRANTORS"), by OTI Properties, LLC, a Florida limited liability company (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 14-A, according to the Survey of Riverchase Trade Center, First Addition, being a resurvey of Lot 14, Riverchase Trade Center and a part of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, as recorded in Map Book 15 page 99 in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- 1. Ad valorem taxes for the current year, 2004.
- 2. Easements as shown by recorded plat, including 15 foot sanitary sewer easement and 15 foot sanitary sewer and drainage easements on the Easterly side; 15 foot drainage easement on the Southerly side and 15 foot drainage easement in the Northeasterly area of lot.
- Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 192 page 886 in the Probate Office.
- 4. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 167 page 117; Deed 194 page 58 and Deed 101 pages 500 and 569 in the Probate Office.
- 5. Title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 111, page 625 in the Probate Office.
- 6. Restrictions, limitations and conditions as set out in Map Book 12 page 24 in the

Probate Office.

Encroachment of concrete driveway into the easements as shown on the survey by Steven H. Gilbert, dated December 18, 2002.

As a part of the consideration recited above, grantee herein assumes and agrees to pay the balance of that certain Mortgage executed by Richard R. Greenspan and wife, Yvette M. Greenspan to Compass Bank, in the original amount of \$550,000.00, dated December 17, 2002, recorded in Instrument No. 20021226000643520 in the Office of the Judge of Probate, Shelby County, Alabama, the current principal balance of which is \$502,902.08.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

And said GRANTORS, do for themselves, their heirs and assigns, covenant with the said GRANTEE, its successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that they have a good right to sell and convey the same as aforesaid; that they will and their successors and assigns shall, warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Richard R. Greenspan and Yvette M. Greenspance, have hereto set their signatures and seals, this 6 day of August, 2004.

WITNESS:		M Aug (SEAL
		Richard R. Greenspan
		Yyette M. Greenspan (SEAL
THE STATE OF ALABAM	(A)	
COUNTY OF SHELBY	;)	

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Richard R. Greenspan and Yvette M. Greenspan, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of August, 2004.

My commission expires:

My Commission Expires 5/21/2008