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20041013000565970 Pg 1/3 30.00
Shelby Cnty Judge of Probate, AL
10/13/2004 10:43:00 FILED/CERTIFIED

QUITCLAIM DEED

STATE OF ALABAMA)
) **KNOW ALL PERSONS BY THESE PRESENTS, THAT,**
SHELBY COUNTY)

For and in consideration of One Thousand and No/100 Dollars (\$1,000.00) and other good and valuable consideration, this Deed is given to clear title to **280 PLAZA, L.L.C.**, an Alabama limited liability company (herein referred to as "Grantor"), in hand paid by **CAHABA PARK PARTNERS, LLC**, an Alabama limited liability company (herein referred to as the "Grantee"), the receipt whereof is acknowledged: the Grantor does hereby remise, release, quit claim, grant, sell, and convey unto the Grantee, all its right, title, interest, and claim in or to the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD, to the Grantee, forever.

IN WITNESS WHEREOF, said Grantor has hereunto set hand and seal on this the 12th day of October, 2004.

ATTEST:

**280 PLAZA, L.L.C.,
An Alabama limited liability company**

By: Leon Alliston
Manager

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

ACKNOWLEDGMENT

I, the undersigned, hereby certify that LEON ALLISTON, whose name as Manager of 280 PLAZA, L.L.C. 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, in said capacity and with full authority, executed the same voluntarily for and as an act of said limited liability company on the day the same bears date.

Given under my hand and seal, this 12th day of October 2004.

Notary Public
My Commission Expires:

EXHIBIT "A"

DESCRIPTION

Lot 9C, according to the Map of 280 Plaza, as recorded in Map Book 29, page 138, in the Office of the Judge of Probate of Shelby County, Alabama, being a Resurvey of Lots 9A and 9B of a Resurvey of Lot 8A, Cahaba Park South and Lot 9, Cahaba Park South.

EXCEPTIONS

1. Restrictive covenants appearing of record under Instrument Number 2001-39178.
2. Easement established across the entire Lot 9A as shown by record plat recorded in Map Book 13, page 76.
3. Declaration of Protective Covenants and Agreements as recorded in Real Volume 073, page 96 and amendments to Declaration of Protective Covenants and Agreements recorded in Real Volume 051, page 996.
4. Reciprocal Easement Agreement as recorded in Real Volume 038, page 59.
5. Restrictions, Covenants and Agreements between Investment Southeastern Ltd. and Kovach-Eddleman Properties and 280 Associates, Ltd., recorded in Real Volume 038, page 71.
6. Covenants, Agreements and Restrictions as recorded in Real Volume 069, page 393.
7. Easement(s)/Right(s) of Way granted Alabama Power Company as recorded in Deed Book 285, page 802 and Real Volume 67, page 559.
8. Non-exclusive easement to operate, repair and maintain a storm sewer line as recorded in Real Volume 71, page 994.
9. Declaration of Easement as recorded in Real Volume 071, page 925.
10. Declaration of Protective Covenants and Agreements for Cahaba Park South as recorded in Real Volume 071, page 931.
11. Signage, Landscaping and other Covenants and Restrictions contained in August 12, 1985 letter to Shelby County Planning Commission from Horizon 280 Associates and approved by ISE, as incorporated by reference by deed from Investment Southeastern, Ltd. to Big Ben, Inc. and CLP Corporation recorded in Real Volume 241, page 378.

12. Restrictive Covenants dated August 8, 1986 with respect to use of the property as a Budget Motel for the benefit of Lot 6 with respect to Lots 5, 7, 8, 9 and 10 as recorded in Real Volume 087, page 644.
13. Non-exclusive easement for purpose of vehicular and pedestrian ingress and egress as set forth in easement agreement dated September 25, 1997 and recorded under Instrument 1997-32377.
14. A non-exclusive easement for maintenance operation and repair of sewer trunk lines, etc. as recorded in Real Volume 72, page 1.
15. A non-exclusive easement to operate, repair and maintain sanitary sewer line, etc. as recorded in Real Volume 73, page 986.
16. Easements, notes and conditions set forth on Map Book 9, page 164; Map Book 13, page 76 and Map Book 29, Page 138.
17. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.

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