



20070724000344040 1/6 \$81.50  
Shelby Cnty Judge of Probate, AL  
07/24/2007 09:48:11AM FILED/CERT

Send Tax Notice To:  
Ali Food Mart, Inc.  
2106 Arbor Hills Parkway  
Birmingham, AL 35244

This instrument was prepared by:  
General Counsel  
Mesquite Creek Development, Inc.  
3225 Cumberland Boulevard  
Suite 100  
Atlanta, Georgia 30339

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## STATUTORY WARRANTY DEED

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

That in consideration of Three Hundred Fifty-five Thousand and No/100 Dollars (\$355,000.00) and other valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, the undersigned, **MESQUITE CREEK DEVELOPMENT, INC., a Georgia corporation** (herein referred to as "Grantor") does hereby grant, bargain, sell and convey unto **ALI FOOD MART, INC., an Alabama corporation** (herein referred to as "Grantee") all that tract or parcel of land lying and being in Shelby County, Alabama, as more particularly described and depicted on **Exhibit "A"**, attached hereto and made a part hereof (the "Property"). Notwithstanding anything contained herein to the contrary, the Property is conveyed subject to those matters set forth on **Exhibit "B"**, attached hereto and made a part hereof.

**RESTRICTION:** Grantee agrees not to use any trade-names, trademarks, logos, emblems or other forms of identification in anyway associated with Grantor, affiliates thereof, or their business, nor any derivations thereof, including, but not limited to, the use of "Race" or "Trac" or "Raceway".

Grantor specifically disclaims all representations and warranties, either express or implied, regarding the Property or the compliance of the Property with applicable federal, state or local statutes, rules, regulations or ordinances. The Property shall be conveyed to Grantee **"AS IS"**, **"WITH ALL FAULTS"**, in the same condition as on the date hereof, normal wear and tear excepted, without guaranties or warranties of any kind, express or implied, except as to Grantor's limited warranty of title.

As of the Closing Date, Grantee shall assume all liability and responsibility for and

P.K. Miller

shall indemnify and hold Grantor and its officers, directors, employees, shareholders and agents harmless from and against any and all claims, demands, losses, expenses or damages, including, but not limited to, causes of action based on breach of contract, negligence, strict liability, or nuisance, which may be alleged against or incurred by Grantor or such parties, arising out of or in any way related to Grantee's use of the Property transferred at Closing (including, but not limited to, Grantee's alteration or modification of the existing grade between Grantor's adjacent property, if any, and the Property), or to any present or future failure of the Grantor or the Property to comply with any applicable federal, state or local ordinances, laws or regulations, or to the present or future condition of the Property, including without limitation, the presence of any hazardous or toxic substances, petroleum products, motor fuels, alcohol, lubricants or any components thereof, or any other contaminant or similar substance located on or about the Property, together with costs of cleanup or claims of third parties related thereto. Grantee covenants and warrants not to change the existing grade between the Grantor's adjacent property, if any, and the Property without Grantor's prior written consent, which may be withheld for any reason or for no reason at all. Grantee covenants not to sue or bring any action whatsoever against Grantor or its officers, directors, employees, shareholders or agents arising out of or in connection with any such claims, demands, losses, expenses or damages. All of the restrictions outlined above shall be deemed covenants which touch and concern and run with the Property. In addition, all of the restrictions outlined above shall bind Grantee and its successors, successors-in-title, assigns, legal representatives, personal representatives and heirs.

**TO HAVE AND TO HOLD** the Property, together with all rights, easements, appurtenances, privileges, reservations, tenements and hereditaments thereof, to the same being, belonging, or in anywise appertaining, to the use and benefit of the Grantee, its successors and assigns, forever in FEE SIMPLE.

**AND GRANTOR** will warrant and forever defend the right and title to the Property unto Grantee, its successors and assigns, against the claims of all persons claiming by, through or under Grantor, but not otherwise.



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IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal this \_\_\_\_\_ day of May, 2007.

**GRANTOR:**

MESQUITE CREEK DEVELOPMENT, INC., a  
Georgia corporation

By: Max Lenker  
Name: Max Lenker  
Title: President

STATE OF GEORGIA                    )  
COUNTY OF COBB                 )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Max Lenker, whose name as President of MESQUITE CREEK DEVELOPMENT, INC., a Georgia 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 said instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as President on the same that bears date.

Given under my hand and official seal this the 30th day of May, 2007.

[NOTARY SEAL]

Simone A. Unger  
NOTARY PUBLIC, Notary Public, Cobb County, Georgia  
My commission expires Aug. 5, 2007

(SIGNATURES CONTINUED ON FOLLOWING PAGE)



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(SIGNATURES CONTINUED FROM PRECEDING PAGE)

GRANTEE:

ALI FOOD MART, INC., an Alabama corporation

By: *Rajni*

Name: *Rajni Jiva*

Title: *President*

STATE OF ALABAMA )  
COUNTY OF *Jefferson* )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that *Rajni Jiva*, whose name as *President* of ALI FOOD MART, 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 said instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the *31<sup>st</sup>* day of May, 2007.

[NOTARY SEAL]

*Patricia K. Martini*  
NOTARY PUBLIC  
My commission expires: *6/28/08*

Shelby County, AL 07/24/2007  
State of Alabama

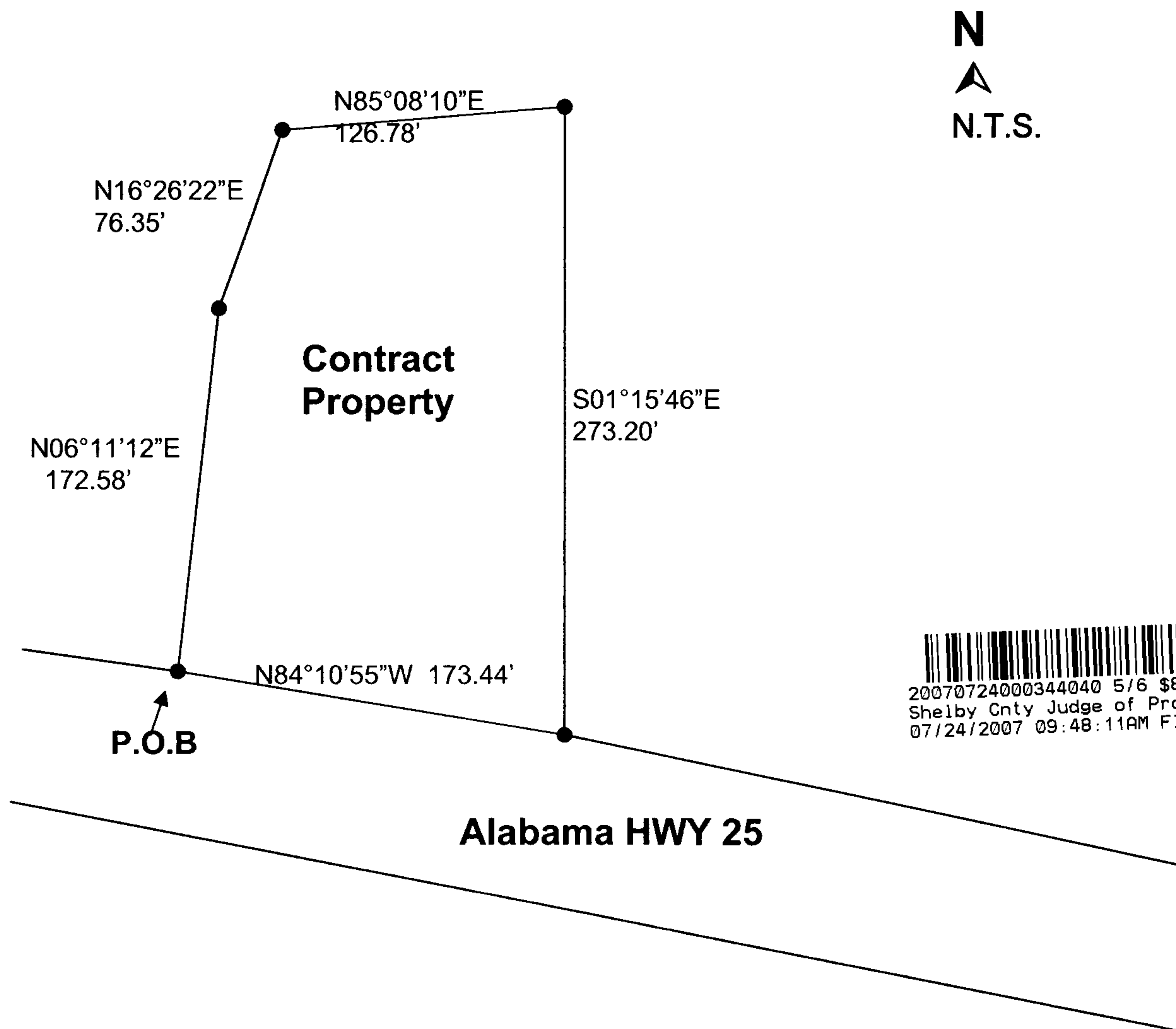
Deed Tax: \$55.50



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**EXHIBIT "A"**

**Commence** at the southwest corner of the southwest quarter of the northeast quarter of Section 3, Township 24 north, Range 12 east, Shelby County, Alabama and run thence easterly along the south line of said quarter – quarter a distance of 312.57 feet to a point on the east line of Melton Street in the Town of Montevallo, Alabama; thence run N01°24'44"W a distance of 261.11 feet to a rebar corner; thence run N01°01'29"W along said east line of said Melton Street a distance of 390.80 feet to a found property corner; thence run N01°35'03"E along east line of Melton Street a distance of 183.69 feet to a concrete monument on the south margin of Alabama Highway No. 25; thence run N00°24'38"W a distance of 115.77 feet to a found rebar corner on the northerly margin of said Highway 25 and the **POINT OF BEGINNING** being described; thence run N06°11'12"E along an existing fence line a distance of 172.58 feet to a steel corner at a fence corner; thence run N16°26'22"E along an existing fence line a distance of 76.35 feet to a found nail in concrete corner; thence run N85°08'10"E along an existing fence line a distance of 126.78 feet to a found rebar corner; thence run S01°15'46"E part way along an existing fence line a distance of 273.20 feet to a set rebar corner on the north margin of Alabama Highway No. 25; thence run N84°10'55"W along the north margin of said Highway 25 a distance of 173.44 feet to the **POINT OF BEGINNING**.




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**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

1. Licenses, rights and easements, if any, with respect to public utilities or public transportation.
2. Liens for ad valorem taxes not yet due and payable.
3. Zoning and other ordinances affecting the Property.
4. Matters that would be shown by a current, accurate ALTA survey of the Property.
5. Rights, liens, easements and other encumbrances which are a matter of public record.

  
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