

This deed prepared by:
Gerald D. Colvin, Jr.
Bishop, Colvin, Johnson & Kent
1910 First Avenue, North
Birmingham, Alabama 35203

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars (10.00) and other good and valuable consideration, to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, Superior Bank, an Alabama corporation (herein referred to as Grantor), does grant, bargain, sell and convey unto Jimmy L. Weaver (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the Southwest quarter of the Southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found concrete monument point also being the Southwest corner of said Section 32; thence run in a Northerly direction along the West line of said Section 32 for a distance of 761.91 feet to the Northwest corner of Lot 1, John Bell Addition to Hoover, as recorded in Map Book 27, Page 22 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle left of 76 degrees 30 minutes 39 seconds and run in a Southeasterly direction along the North line thereof for a distance of 20.48 feet to a found ½" rebar, point also being on the Easternmost right of way of Lyndon Drive (40' R.O.W.); thence leaving said North line, turn an exterior angle right of 76 degrees 30 minutes 48 seconds and run in a Northerly direction along said Easternmost right of way for a distance of 313.30 feet to a found P.K. Nail, point also being on the Southeastern most right of way of Old Highway 280 (R.O.W. 80'); thence leaving said Easternmost right of way, turn an interior angle left of 65 degrees 22 minutes 57 seconds and run in a Southeasterly direction along said Southeastern most right of way of Old Highway 280 for a distance of 211.78 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 5.44 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Southeastern most right of way, turn an interior angle left of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 196.92 feet to a set capped rebar stamped GSA CA-560-LS; thence turn an interior angle left of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 5.44 feet; thence turn an interior angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction for a distance of 196.92

feet to the POINT OF BEGINNING. Said parcel contains 1,071 square feet or 0.02 acres more or less.

Subject to the following restrictions of record:

1. Easement(s) to Shelby County, as recorded in Deed Book 95, Page 519 and Deed Book 135, Page 59;
2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Book 314, Page 506; Instrument #1996-0531; Instrument #1996-0532 and Instrument #2000-38942;
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 275, Page 779;
4. Right of way granted to Alabama Power Company by instrument(s) recorded in Deed Book 109, Page 491 and Deed Book 126, Page 180;

And Subject to the additional following restrictions of record:

By execution hereof, Grantor does hereby restrict the use of the said property for a period of twenty (20) years from the date hereof so as to preclude the use of said property by any person or entity as a financial institution for "retail banking purposes" or by any person or entity for use as a "quick service restaurant" (the "Use Restrictions").

The term "retail banking purposes" shall include, without limitation, receiving deposits or making loans to the general public, whether done by a state bank, national bank, savings and loan association, savings bank, credit union, mortgage company or other entity, whether by walk-up or drive-in teller facility or otherwise. In addition (i) there shall be no signage or advertising of any type placed or permitted upon any portion of the property that relates to a financial institution (the "Signage Restriction"), and (ii) there shall be no public announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a financial institution upon the property (the "Advertising Restrictions").

The term "quick service restaurant" shall include, without limitation, restaurants engaged in the sale of hamburgers, hot dogs, chicken products, biscuits, biscuits sandwiches and/or ice cream products. By way of example and not limitation, uses that would violate this restriction include Burger King, Wendy's, In-N-Out Burger, Jack-in-the-Box and McDonald's (the "Quick Service Restaurant Restriction").



20080218000065460 2/4 \$30.00
Shelby Cnty Judge of Probate, AL
02/18/2008 02:20:13PM FILED/CERT

In the event of a violation of any of the aforesaid restrictions, Grantor shall be entitled to pursue all remedies available at law or in equity, including, without limitation, injunctive relief. In addition, Grantor shall be entitled to recover from Grantee (or any assignee or transferee of Grantee or any assignee or transferee of Grantee's assignee or transferee, and so on, who violates these restrictions) liquidated damages in the amount of \$2,000.00 per day for any violation of the Use Restriction, Signage Restriction or Quick Service Restaurant Restriction, and \$25,000.00 for each and every violation of the Advertising Restriction. Grantee and Grantor recognize and acknowledge that the foregoing liquidated damages are reasonable and do not constitute a penalty and are being imposed due to the difficulty of calculating the actual damages that would result from a violation of these restrictions. In the event of any litigation to enforce these restrictions, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

TO HAVE AND TO HOLD to the said Grantee, his successors and assigns forever.

And the said Grantor, its successors and assigns covenant with the said Grantee, its successors and assigns, that said Grantor is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that said Grantor has a good right to convey the same as aforesaid; that said Grantor and its 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 Grantor, Superior Bank has hereunto set its signature by RICK GARDNER, Chief Operating Officer of Superior Bank, who is duly authorized, and has caused the same to be attested by JANE M DOTSON, its Assistant Secretary on the 15 day of February, 2008.

Shelby County, AL 02/18/2008
State of Alabama

Deed Tax: \$10.00

SUPERIOR BANK

BY: Rick Gardner

ATTEST:

Jane M. Dotson



20080218000065460 3/4 \$30.00
Shelby Cnty Judge of Probate, AL
02/18/2008 02:20:13PM FILED/CERT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that RICK GARDNER and JANE M Dotson, whose names as President and Assistant Secretary of Superior Bank 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, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of February, 2008.

Notary Public Janice P. Mosley
my commission expires 3-7-10



20080218000065460 4/4 \$30.00
Shelby Cnty Judge of Probate, AL
02/18/2008 02:20:13PM FILED/CERT