


This instrument prepared by:
James F. Burford, III
Attorney at Law
1318 Alford Avenue, Suite 101
Birmingham, AL 35226

T-78806

20080811000321810 1/5 \$3273.00
Shelby Cnty Judge of Probate, AL
08/11/2008 10:27:22AM FILED/CERT

**STATE OF ALABAMA
SHELBY COUNTY**

REDEMPTION DEED

KNOW ALL MEN BY THESE PRESENTS; that in consideration of \$ 3,245,621.³⁵ to the undersigned Grantor paid by the Grantee herein, the receipt whereof is acknowledged, SBE Properties, LLC (Grantor) does grant, bargain, sell and convey unto Charles S. Givianpour (Grantee) the full and complete interest in the real estate described on Exhibit A, which is attached hereto and made a part hereof as if set out *in haec verba* and situated in Shelby County, Alabama, that was acquired by Grantor by Statutory Warranty Deed dated May 29, 2008 in favor of Grantor from Frontier Bank and Silverton Bank, N.A. recorded in Instrument Number 20080530000220130 of the Probate Office of Shelby County, Alabama subject to the encumbrances and other matters that existed as of such date, including, without limitation, those set out on Exhibit B which is attached hereto and made a part hereof as if set out *in haec verba*.

To have and to hold unto the said Grantee, his heirs, successors and assigns forever.

This is a deed of redemption for the purpose of redeeming the property described herein from the foreclosure of that certain mortgage executed by Charles S. Givianpour to Frontier Bank, recorded in Instrument Number 2004100100543070, in the Office of the Judge of Probate of Shelby County, Alabama and evidenced by the auctioneer's deed dated the 20th day of August, 2007, and recorded in Instrument Number 20070824000401150 and corrected in Instrument Number 20080530000220120 in the aforesaid Probate Office and as described in statutory warranty deed recorded in Instrument Number 20080530000220130 Probate Office of Shelby County, Alabama.

No conveyance is made of removable personal property of Grantor, provided Grantor will have the right to remove the same with reasonable diligence.

In witness whereof, I have hereunto set my hand and seal this the 8th day of August, 2008.

SBE Properties, LLC

By: 

Its: Manager

NS/DLM



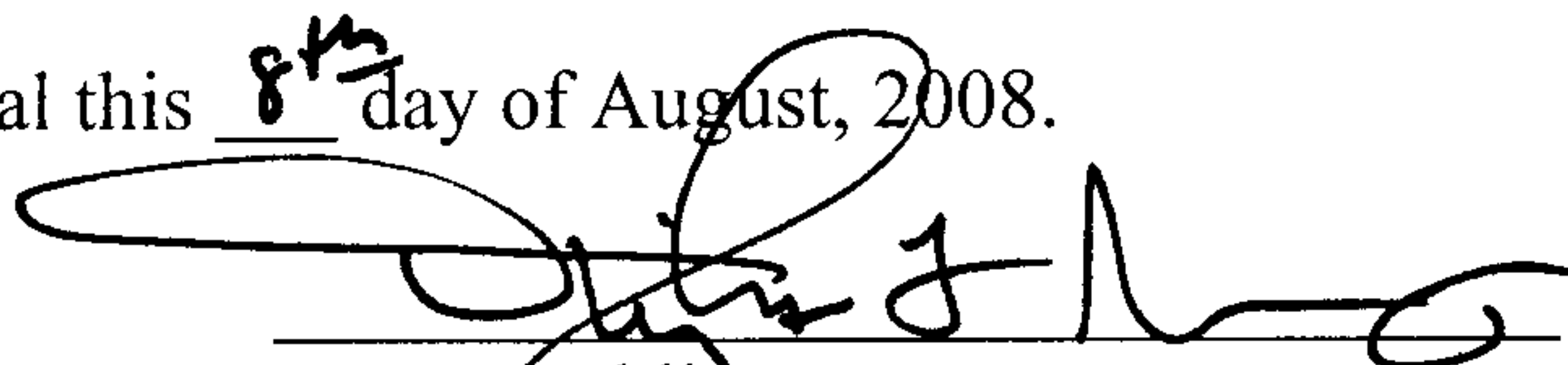
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STATE OF ALABAMA)
 COUNTY)

LLC ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Allen Shirley as Manager of SBE Properties, LLC, whose name 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 this instrument, he, in his capacity as such Manager, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 8th day of August, 2008.

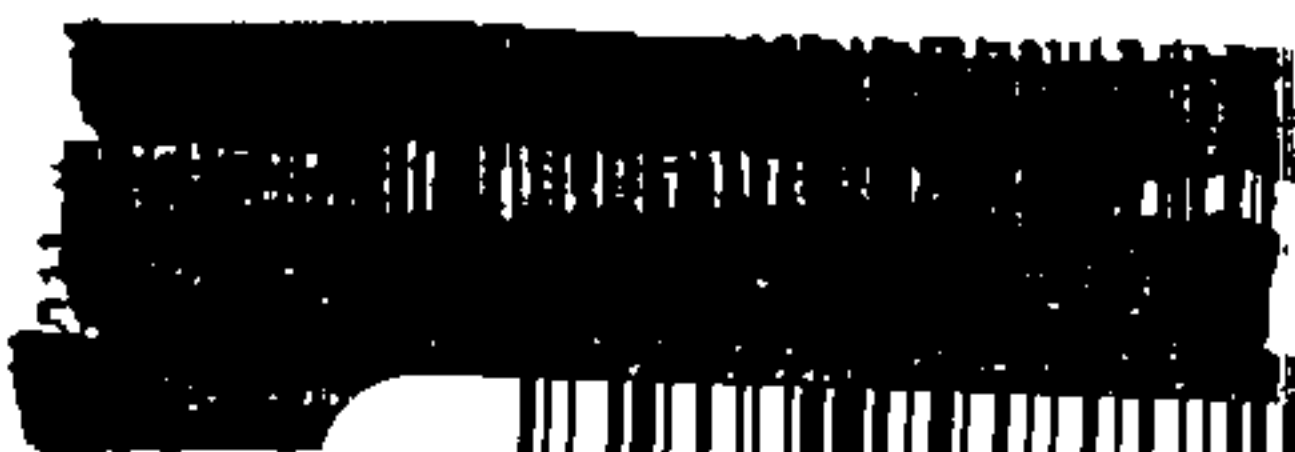


Notary Public

My Commission Expires: 1-17-12

AS/DEM

Exhibit A


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Township 20 South, Range 1 West, Shelby County, Alabama, to wit:

Section 29:

The East one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the North one half of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Section 30:

The South one-half of the Southwest $\frac{1}{4}$; the East one-half of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 31:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

LESS AND EXCEPT the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 31.

Township 20 South, Range 2 West, Shelby County, Alabama:

Section 23:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Section 24:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South one half of the Southwest $\frac{1}{4}$; the West one-half of the Southeast $\frac{1}{4}$.


Section 25:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South one-half of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the West one-half of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ described as being a 6 acre block in the Northwest corner of $\frac{1}{4}$ - $\frac{1}{4}$;

A part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ described as follows:

ASIDLM



Commencing at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and run North for 150 yards (450 feet) to a road, thence run westerly along the road to C.L. Mooney's land; thence South to the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence East to the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ and the point of beginning.

Section 26:

All that part of the Northeast $\frac{1}{4}$ and all that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ which lies South of the following described line to wit:

Commencing where the Clear Prong of Yellow Leaf Creek is intersected by the North and South median line of said Section and run in a straight line to the point where said creek is intersected by the East boundary of said Section;

The West one-half, EXCEPT the South one-half of the South one-half of the Southwest $\frac{1}{4}$; The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, EXCEPT the South one-half of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and LESS AND EXCEPT the following described parcel from the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$:

Commence at the Southwest corner of said Section 26 and proceed North $02^{\circ}32'48''$ West along the West boundary line of said Section for a distance of 688.38 feet; thence run North $88^{\circ}38'46''$ East for a distance of 2,268.45 feet to the point of beginning; thence continue North $88^{\circ}38'46''$ East for a distance of 940.0 feet; thence run North $55^{\circ}15'57''$ West for 91.32 feet; thence run North $33^{\circ}12'32''$ West for a distance of 180.70 feet; thence run South $88^{\circ}38'46''$ West for a distance of 770.85 feet; thence run South $01^{\circ}21'14''$ East for a distance of 207.30 feet back to the point of beginning;


Ten acres evenly off the West side of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS AND EXCEPT, the South one-half of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 36:

The Northeast $\frac{1}{4}$.

LESS AND EXCEPT any part of subject properly lying within a roadway or easement.

**EXHIBIT B TO REDEMPTION DEED FROM SBE PROPERTIES, LLC TO CHARLES S.
GIVIANPOUR**


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EXCEPTIONS

1. Taxes due in the year 2008 and thereafter.
2. Any prior reservation or conveyance of drilling, mineral and mining rights and all rights incident thereto not owned by the Grantor (including, but not limited to oil, gas, sand and gravel).
3. Deed of Conservation Easement as recorded in Instrument Number 20061229000635150.
4. Right of way granted to Shelby County, Alabama as recorded in Instrument Number 20060911000449200 (24-20-2W).
5. Lis Pendens as recorded in Instrument Number 20080411000149300 (24-20-2W)
6. Less and except that portion condemned in Case PR-2006-00323 as recorded in Instrument Number 20080619000250220; Instrument Number 20080619000250230 and Instrument Number 20080619000250240 (24 & 25, 20-2N).
7. Underground Communication Line Easement granted to Level 3 Communications, LLC as recorded in Instrument Number 2000-00007.
8. Public road easement to Shelby County, subject to terms, conditions and limitations of same, recorded in Instrument Number 1999-25487.
9. Road enhancement easement, forestry road easement and residential access easements as referenced in Instrument Number 2001-64668.
10. Less and except any part of subject property lying within a roadway or easement.
11. The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to, and/or traversing through, subject property.
12. Non-exclusive Private Road Easement to William P. Buck, Sr., recorded in Instrument Number 2000-23008.
13. Non-Exclusive Private Road Easement to William P. Buck, Sr. recorded in Instrument Number 1994-21472 and Instrument Number 1996-24898.
14. Right of way granted to Alabama Power Company as set out in Instrument(s) recorded in Deed Book 222, Page 112.
15. Grant of Easement/Right of way to City of Pelham, Alabama as recorded in Instrument Number 2001-44669.
16. Non-Exclusive Easement for ingress and egress to Josie Griffin Chanplee as recorded in Book 100, Page 729.
17. Oil, gas and mineral lease recorded in Instrument Number 20020731000355510
18. Notice of mining operation recorded in Instrument Number 2000-37886.
19. Any unrecorded easements, if any, on, above or below the surface and any discrepancies or conflicts in boundary lines or shortages in areas or encroachments, which a correct survey or an inspection of the property would reveal.
20. Any lien or right to a lien for services, labor or material imposed by law and not shown by public records (but Grantor has not created any such lien).
21. Restrictions, conditions, limitations and agreements in Instrument Number 2001-4451 and corrected by Instrument Number 2001-21744
22. Property condemned in Case # PR 2007-000429, and Grantor has given credit for amount received, plus interest, by Grantor's predecessor in title.

Shelby County, AL 08/11/2008
State of Alabama

Deed Tax: \$3246.00

AS/DLM