

20120410000123170 1/3 \$468.00
Shelby Cnty Judge of Probate, AL
04/10/2012 12:56:56 PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

Burt W. Newsome
NEWSOME LAW, L.L.C.
P.O. Box 382753
Birmingham, Alabama 35238

Shelby County, AL 04/10/2012
State of Alabama
Deed Tax: \$450.00

STATE OF ALABAMA)

STATUTORY WARRANTY DEED

SHELBY COUNTY)

That in consideration of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) and other good and valuable consideration, to the undersigned paid by Grantee herein, the receipt of which is hereby acknowledged, the undersigned ALIANT BANK, a bank organized under the laws of the State of Alabama (hereinafter called the Grantor), has granted, bargained and sold, and does by these presents grant, bargain, sell and convey unto O'REILLY AUTOMOTIVE STORES, INC. (hereinafter referred to as Grantee), a Missouri Corporation, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 29, according to the Final Plat of Parkside Village, Phase 2, as recorded in Map Book 37,

at Page 60, in the Probate Office of Shelby County, Alabama. *AND Further described by attached Exhibit A. **

This deed is subject to all matters of public record which would affect title vesting hereby in the Grantee under the present laws of the State of Alabama, including Sections 6-5-248 and 6-5-253, *Code of Alabama.*

No word, words, or provisions of this instrument are intended to operate as or imply covenants of warranty except the following: Grantor does hereby specially warrant the title to said property against the lawful claims of all persons claiming by, through or under the Grantor. Grantor has neither permitted or suffered any lien or encumbrance to the property described herein since the date of acquisition thereof by the Grantor.

This property is being sold on an AS IS, WHERE IS basis, and with all faults. This property is also being sold subject to any easements, encumbrances, and exceptions reflected in the records of the office of the Judge of Probate of the county in which the above described property is located. This property is being sold without warrant of recourse, expressed or implied as to title, use and/or enjoyment and is being sold subject to the right of redemption of all parties entitled thereto.

TO HAVE AND TO HOLD the above described property, together with all rights and privileges incident or appurtenant thereto, unto O'Reilly Automotive Stores, Inc., its successors and assigns forever, it being the intention of the parties to this conveyance that on the event of Grantee's



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dissolution, the entire interest in fee simple shall pass to the successors and assigns of the Grantee.
 This conveyance is made under the express authority of *Code of Alabama*, 1975, Section 35-4-7, as amended.

IN WITNESS WHEREOF, ALIANT BANK, a bank organized under the laws of the State of Alabama, has caused this conveyance to be executed in its name by its undersigned officer, and its seal affixed this the 6th day of April, 2012.

ALIANT BANK

By: Lamar C. Guthrie
 Its: Senior Vice President

STATE OF ALABAMA)

Shelby COUNTY)

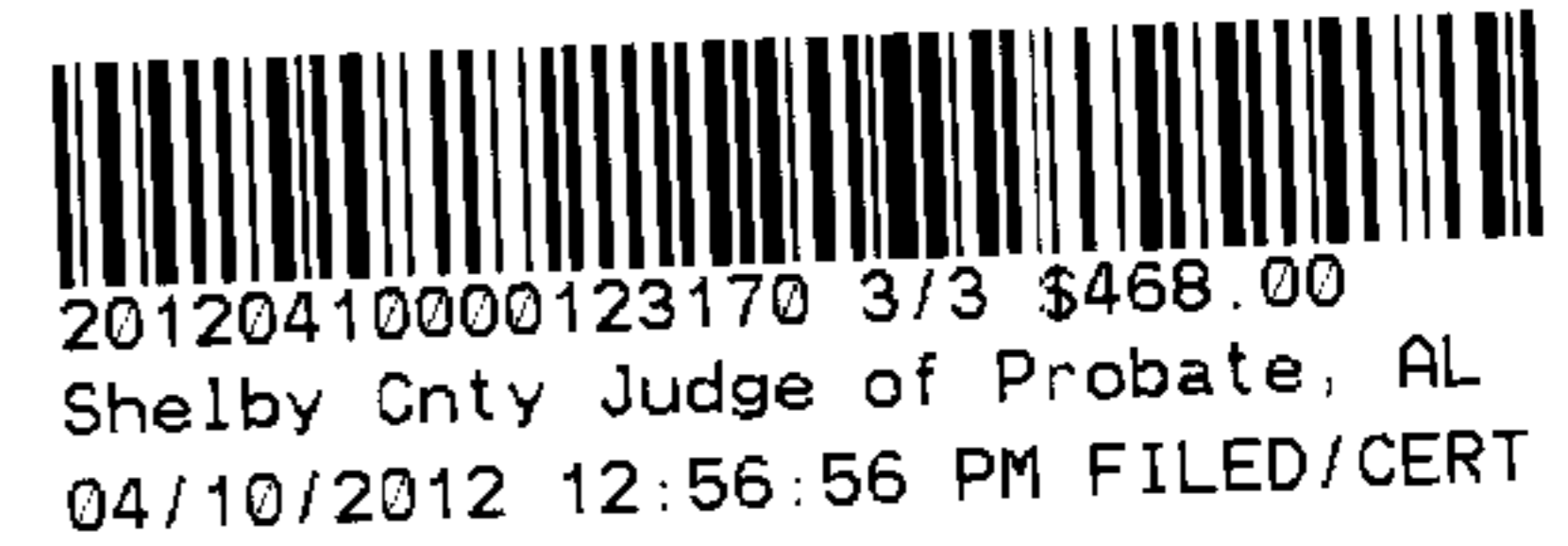
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Lamar C. Guthrie whose name as Senior Vice Pres. of Aliant Bank is signed to the foregoing statutory warranty deed, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of April, 2012.

April Caroline Rice
 Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Nov 21, 2015
 BONDED THRU NOTARY PUBLIC UNDERWRITERS



Legal Description PHM

All that tract or parcel of land lying and being in Section 13, Township 20 South, Range 03 East, City of Pelham, Shelby County, Alabama, being the same property described as Lot 29 of Parkside Village Phase 2 in Map Book 37, Page 60 and being more completely described as follows:

BEGINNING at a 1/2" rebar set on the intersection of the northern right of way line of Village Drive (60' R/W) and the western right of way line of Pelham Parkway (200' R/W), said 1/2" rebar being the POINT OF BEGINNING; thence along said mitered right of way line along a curve to the right a distance of 39.27' to a 1/2" rebar set on the intersection of the northern right of way line of Village Drive and the western right of way line of Pelham Parkway, said curve being subtended by a chord having a bearing of S72°44'38"W, a chord distance of 35.35' and having a radius of 25.00'; thence leaving said mitered right of way line along the northern right of way line of Village Drive N62°15'36"W a distance of 201.54' to a capped 1/2" rebar found on the northern right of way line of Village Drive; thence leaving said right of way line N27°44'22"E a distance of 296.67' to a 1/2" rebar found; thence S53°44'36"E a distance of 227.20' to a mag nail set on the western right of way line of Pelham Parkway; thence along said right of way line S26°44'14"W a distance of 105.56' to a computed point on the western right of way line of Pelham Parkway; thence continuing along said right of line S27°44'22"W a distance of 132.48' to a 1/2" rebar set on the intersection of the northern right of way line of Village Drive and the western right of way line of Pelham Parkway, said 1/2" rebar being the POINT OF BEGINNING.

Said tract of land contains 63,134 square feet or 1.449 acres of land more or less.