

This instrument prepared by and upon recording, should be returned to:

20121106000427610 1/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
11/06/2012 03:42:33 PM FILED/CERT

Joe F. Lassiter III  
Maynard, Cooper & Gale, P.C.  
1901 6th Avenue North  
2400 Regions/Harbert Plaza  
Birmingham, AL 35203-2618  
(205) 254-1181

SEND TAX NOTICE TO:

Mac I, LLC  
c/o The McPherson Companies, Inc.  
5051 Cardinal Street  
Trussville, Alabama 35173

\*\*The entire consideration was paid from the proceeds of a mortgage loan in the amount of \$2,250,000 recorded simultaneously herewith.

STATE OF ALABAMA )

SHELBY COUNTY )

**LIMITED WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned, **MAC I, LLC**, an Alabama limited liability company (the "Grantor"), by **GAS BOYS 280, LLC**, an Alabama limited liability company (the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the real estate situated in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and made a part hereof, together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (collectively, the "Property").

This conveyance is subject to the exceptions set forth on Exhibit B attached hereto and made a part hereof (as defined below) (the "Permitted Exceptions").

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

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of the Property; that the Property is free from all encumbrances other than the Permitted Exceptions; that the Grantor has a good right to sell and convey the Property as aforesaid; and that the Grantor will and its successors and assigns shall warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by and through Grantor, but not otherwise.


[Signatures to follow]

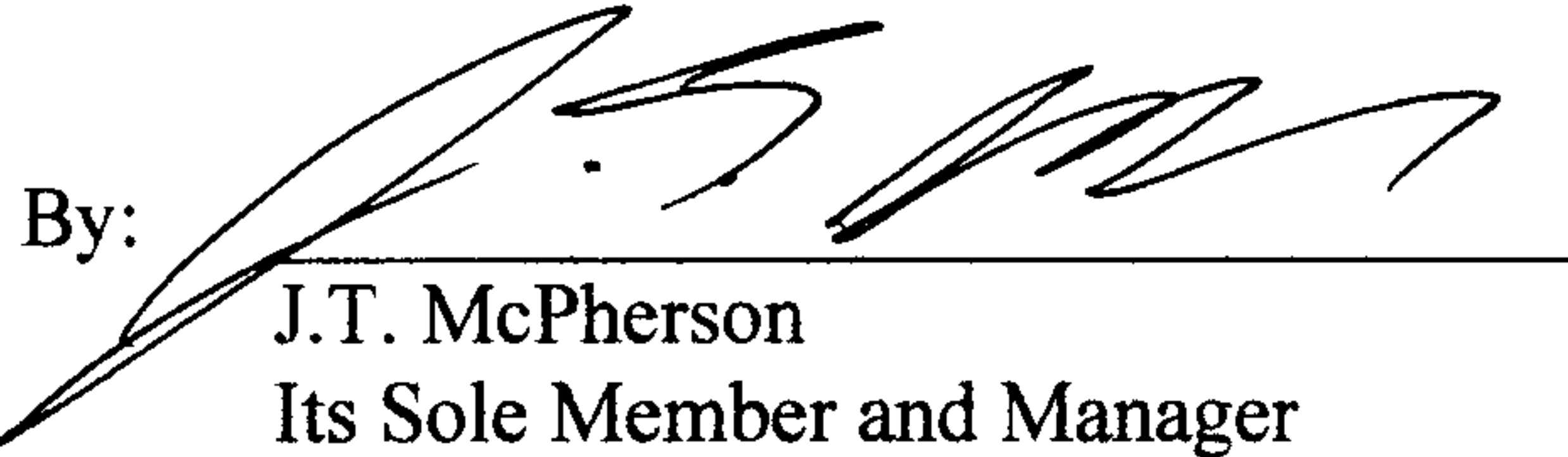
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representative to be effective as of the 31<sup>st</sup> day of November, 2012.

WITNESS:

GRANTOR:

**MAC I, LLC**, an Alabama limited liability company

  
Print Name: Nikki Knox

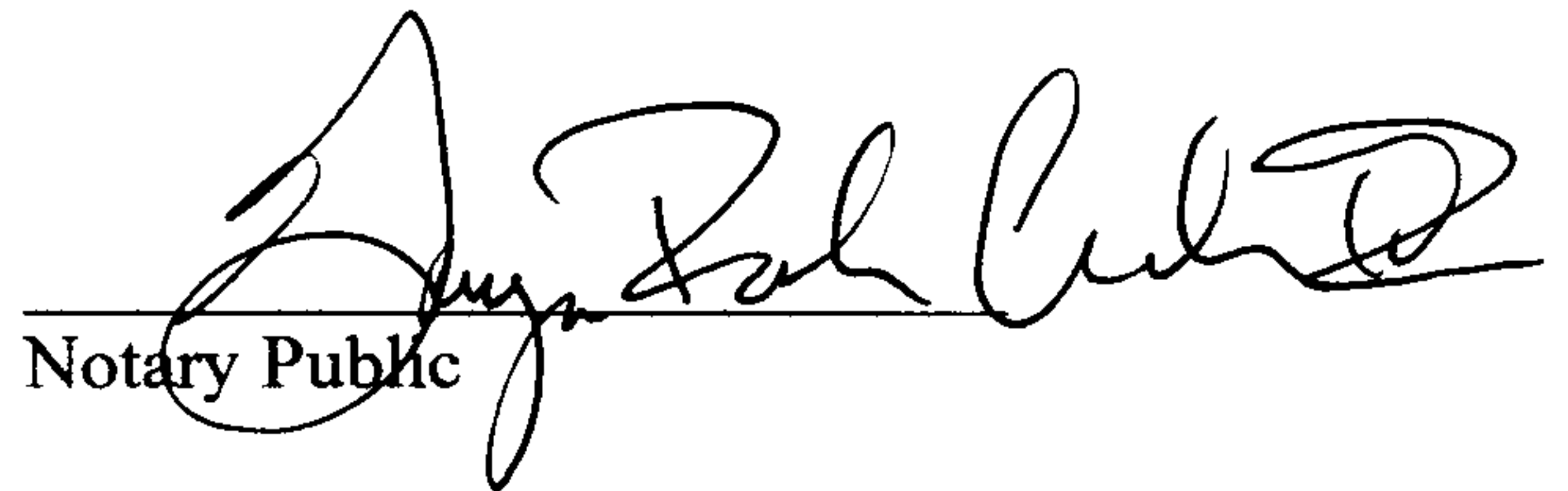
By:   
J.T. McPherson  
Its Sole Member and Manager

STATE OF TEXAS )

DALLAS COUNTY )

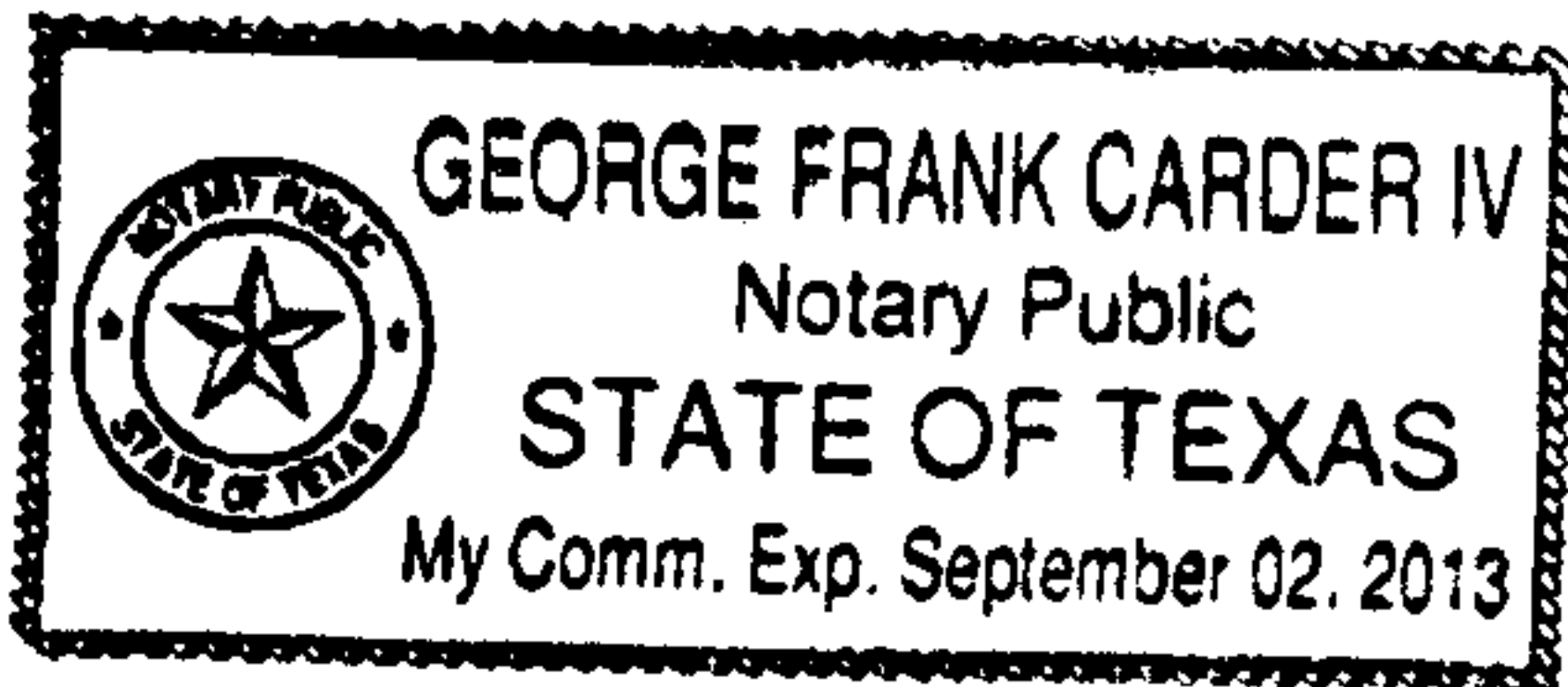
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J.T. McPherson, whose name as the Sole Member and Manager of MAC I, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said deed, he as such Sole Member and Manager 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 November, 2012.

  
Notary Public

AFFIX SEAL

My commission expires: 09/02/2013



**Exhibit A**

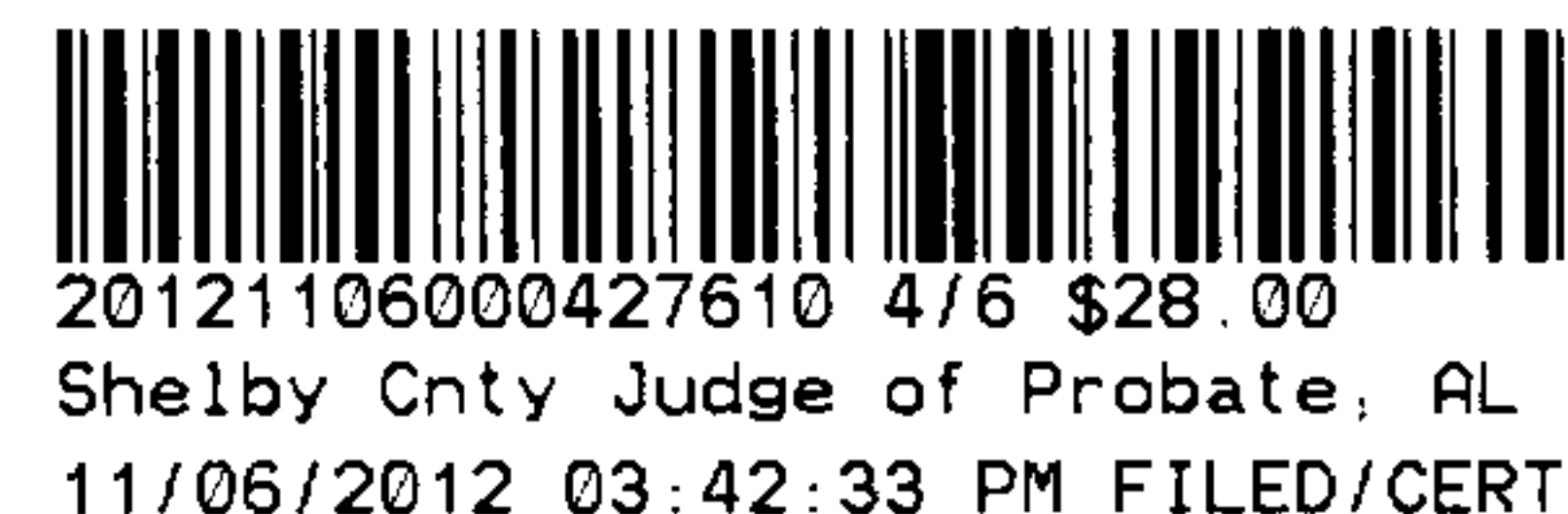
(Legal Description)

Lot 2, according to the plat of CVS/Hoover Subdivision, as recorded in Map Book 43,  
Page 44, in the Probate Office of Shelby County, Alabama.


## **Exhibit B**

### (Permitted Exceptions)

1. Taxes and assessments for the year 2013 and subsequent years which are not yet due and payable.
2. Any minerals or mineral rights leased, granted or retained by current or prior owners.
3. Terms and provisions of the Greystone Commercial Declaration of Covenants, Conditions, and Restrictions, as recorded in Real Volume 314, page 506, amended by the First Amendment recorded in Instrument 1996-00531, amended by the 2nd Amendment in Instrument 1996-00532, amended by the 3rd Amendment recorded in Instrument 2000-38942, in the Probate Office of Shelby County, Alabama.
4. Transmission line permit to Alabama Power Company, as recorded in Deed Book 109, page 491, as affected by the Disclaimer (containment Letter) from Sara P. Parks, Alabama Power Company, dated July 2, 2002, in the Probate Office of Shelby County, Alabama.
5. Terms and provisions of the Reciprocal Easement Agreement by and between Baptist Health System, Inc. and Charles W. Daniel, dated January 1, 1998, as set out in Exhibit A of the Statutory Warranty Deed dated October 1999 from Baptist Health Systems, Inc. to Shelby County, Alabama, recorded in Instrument 1999-43304, in the Probate Office of Shelby County, Alabama, which said sixty-foot wide easement was subsequently abolished by Instrument 1999-07730, in the Probate Office of Shelby County, Alabama.
6. Reciprocal Easement Agreement recorded in Instrument 1999-33954 and amended in Instrument 2001-7233, in the Probate Office of Shelby County, Alabama.
7. Permanent Easement Deed from The Crossroads at Greystone, LLC to Shelby County recorded in Instrument 200207300000351680, in the Probate Office of Shelby County, Alabama.
8. Non-beneficial terms and provisions contained in the Declaration of Drainage Easement as recorded in Instrument 20020911000436070, in the Probate Office of Shelby County, Alabama.
9. Non-beneficial terms and provisions contained in the Declaration of Access Easement as recorded in Instrument 20020911000436080, in the Probate Office of Shelby County, Alabama.
10. Declaration of Protective Covenants, Conditions, Restrictions, and Easements, by and among Crossroads at Greystone, LLC, Express Partners, LLC and Anucha Tiemkongkanchna, Maneesri Tiemkongkarn and Atinon Tiemkongkarn as recorded in Instrument 20030827000569350, in the Probate Office of Shelby County, Alabama.



11. The following matters as shown on record plat in Map Book 29, page 53, in Probate Office and as set out on the survey by Carl Daniel Moore dated July 25, 2003:
  - a. 50 foot front setback line U.S. Highway 280
  - b. 30 foot rear setback line on Southerly side
  - c. 15 foot side setback line on Westerly side
  - d. 20 foot side setback line on Easterly side
  - e. 5 foot and irregular access easement on Easterly side
  - f. No parking spaces shall be allowed on the access road in the ingress and egress easement
  - g. NOTE: Lot shall have no access to U.S. Highway 280
  - h. Irregular Ingress and Egress easement on southerly side
  - i. Encroachment of detention pond off of the land on the northwesterly side
  - j. Encroachment of reinforced concrete pipe off of and onto the land
  - k. All easements on the map are for public utilities, sanitary sewers, storm sewers, storm ditches, and may be used for such purposes to serve the property both within and without the subdivision.
12. Restrictions appearing of recorded in Instrument 20020911000436060, in the Probate Office of Shelby County, Alabama.
13. Easement to Alabama Power Company recorded in Instrument 20040630000358740, in the Probate Office of Shelby County, Alabama.

  
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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name MAC I, LLC
Mailing Address c/o The McPherson Companies
5051 Cardinal Street
Trussville, AL 35173

Grantee's Name Gas Boys 280, LLC
Mailing Address c/o The McPherson Companies, Inc.
5051 Cardinal Street
Trussville, Al 35173

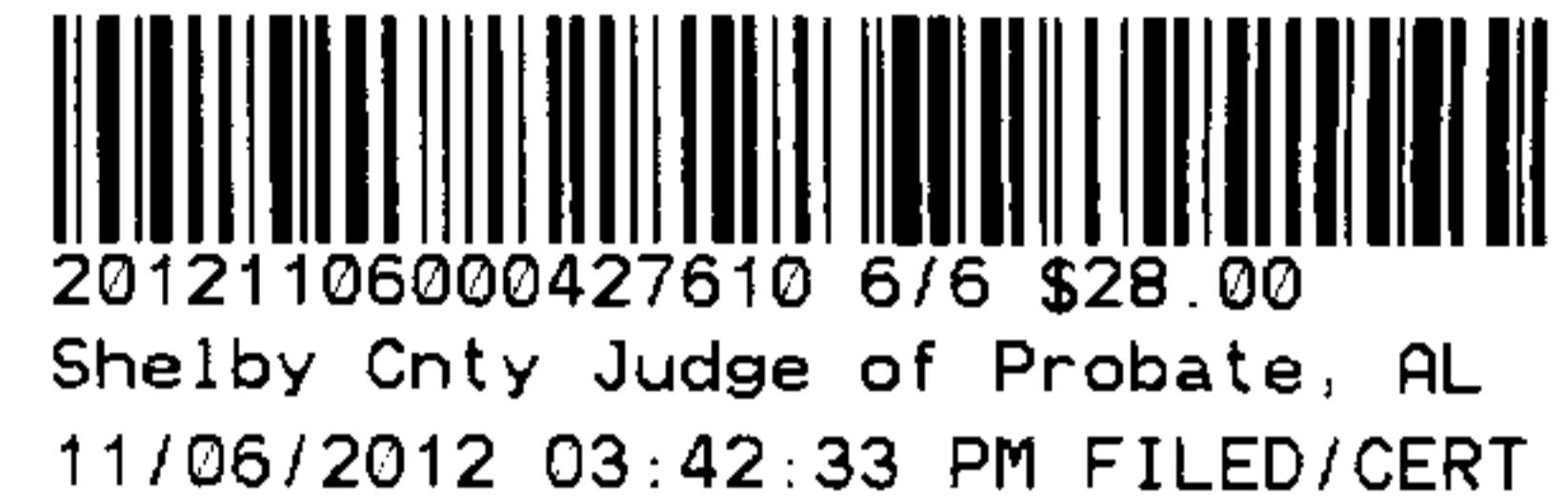
Property Address
Birmingham, AL 35242

Date of Sale 11/6/12
Total Purchase Price \$ 400,000.00
or
Actual Value \$
or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- Bill of Sale
Sales Contract
Closing Statement

- Appraisal
Other



If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11-6-12

Print Steven Corablum

Unattested

(verified by) [Signature]

Sign [Signature]

(Grantor/Grantee/Owner/Agent) circle one

