

When recorded return to:

Fidelity National Title - NCS DIV

Attn.: Kelli Vos

One East Washington Street Suite 450

Phoenix, AZ. 85004

602-343-7572

Escrow No. Z1520558

Shelby County, AL 12/30/2015
State of Alabama
Deed Tax: \$2138.50



20151230000443040 1/6 \$2167.50
Shelby Cnty Judge of Probate, AL
12/30/2015 11:43:06 AM FILED/CERT

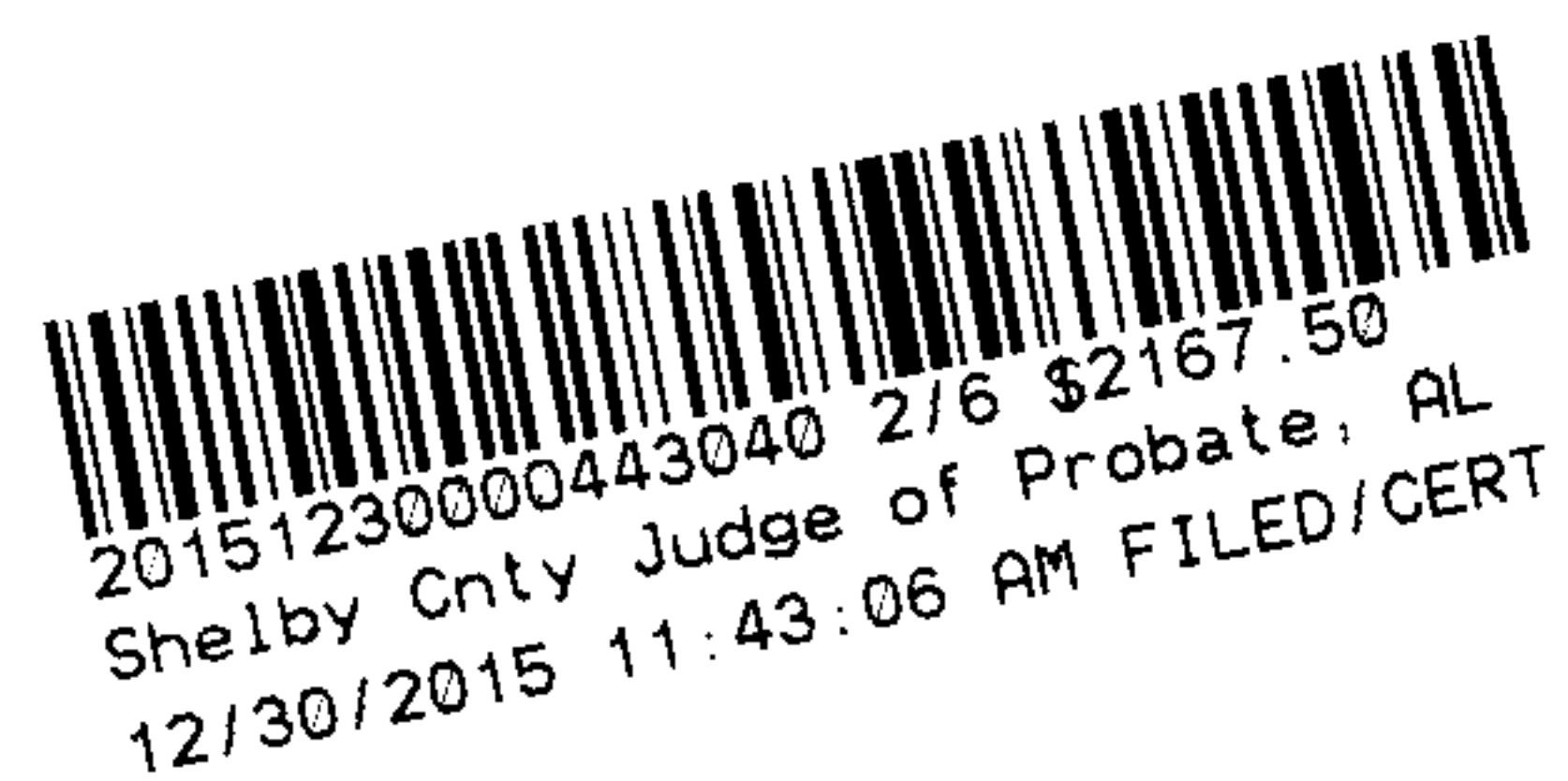
**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE
RECORDED DOCUMENT.**

DOCUMENT TO BE RECORDED:

DEED

This Document Prepared By:
Sirote & Permutt, PC
2311 Highland Avenue South
Birmingham, AL 35205
Attention: Steven A. Brickman, Esq.

When recorded mail to:
Fidelity National Title Insurance Company
One East Washington St. Suite 450
Phoenix, Arizona 85004
Attention: Kelli J. Vos



Send Tax Notice to:
Jack's Family Restaurants LP
124 West Oxmoor Road
Birmingham, Alabama 35209

Date of Closing: December 16, 2015

DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT JACK'S FAMILY RESTAURANTS LP, a Delaware limited partnership, whose mailing address is 124 West Oxmoor Road, Birmingham, Alabama 35209, hereinafter referred to as "**Grantor**," for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration to Grantor in hand paid by **MDC COAST 2, LLC**, a Delaware limited liability company, whose mailing address is 11995 El Camino Real, San Diego, CA 92130, hereinafter referred to as "**Grantee**," has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee all that certain lot, tract, or parcel of land situated in Shelby County, Alabama, more particularly described on **Exhibit A** attached hereto;

TOGETHER WITH all of the improvements, tenements, hereditaments, mineral rights and appurtenances belonging or in any way appertaining to such real property, and all

Deed (Alabaster, AL – Store 227)

of Grantor's right, title and interest in and to (i) any and all property lying in a bed of any street, road or avenue, open or proposed, in front of or adjoining such real property to the center line thereof, (ii) any strips and gores of land adjacent to, abutting or used in connection with such real property, mineral rights, and (iii) any easements and rights, if any, inuring to the benefit of such real property or to Grantor in connection therewith (the land and all of the foregoing being hereinafter referred to as the "Property");

PROVIDED, HOWEVER, that this conveyance is made and accepted subject to all matters of record but not any other title matters;

TO HAVE AND TO HOLD the Property, subject to the exceptions and reservation hereinafter stated, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, unto the said Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind itself and its successors to Warrant and Forever Defend all and singular the Property unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming by, through or under the said Grantor but against no other subject, however, to all matters of record.

Except to the extent, if any, expressly set forth in this Deed, this Deed is made without covenant of any kind, and without recourse with respect to Grantor or with respect to any of the partners, officers, agents, employees, representatives or other constituent entities of Grantor, except only such limited recourse (including as to representations, warranties and indemnities) as is expressly set forth in that certain Agreement for Purchase and Sale of Real Property, entered into between Grantor and Grantee, or a predecessor-in-interest to Grantee, dated as of November 11, 2015, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property, dated as of November 30, 2015, and as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property, dated as of December 8, 2015 (as amended, the "Agreement"), and then only in accordance with and subject to the terms of such Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

[The remainder of this page is intentionally left blank.]


20151230000443040 3/6 \$2167.50
Shelby Cnty Judge of Probate, AL
12/30/2015 11:43:06 AM FILED/CERT

IN WITNESS WHEREOF, Grantor has caused this Deed to be signed by Grantor's duly authorized officer as of the 7 day of December, 2015.

GRANTOR:

JACK'S FAMILY RESTAURANTS LP,
a Delaware limited partnership

By: Charles Mizerany
Name: Charles T Mizerany
Title: Treasurer

State of Alabama

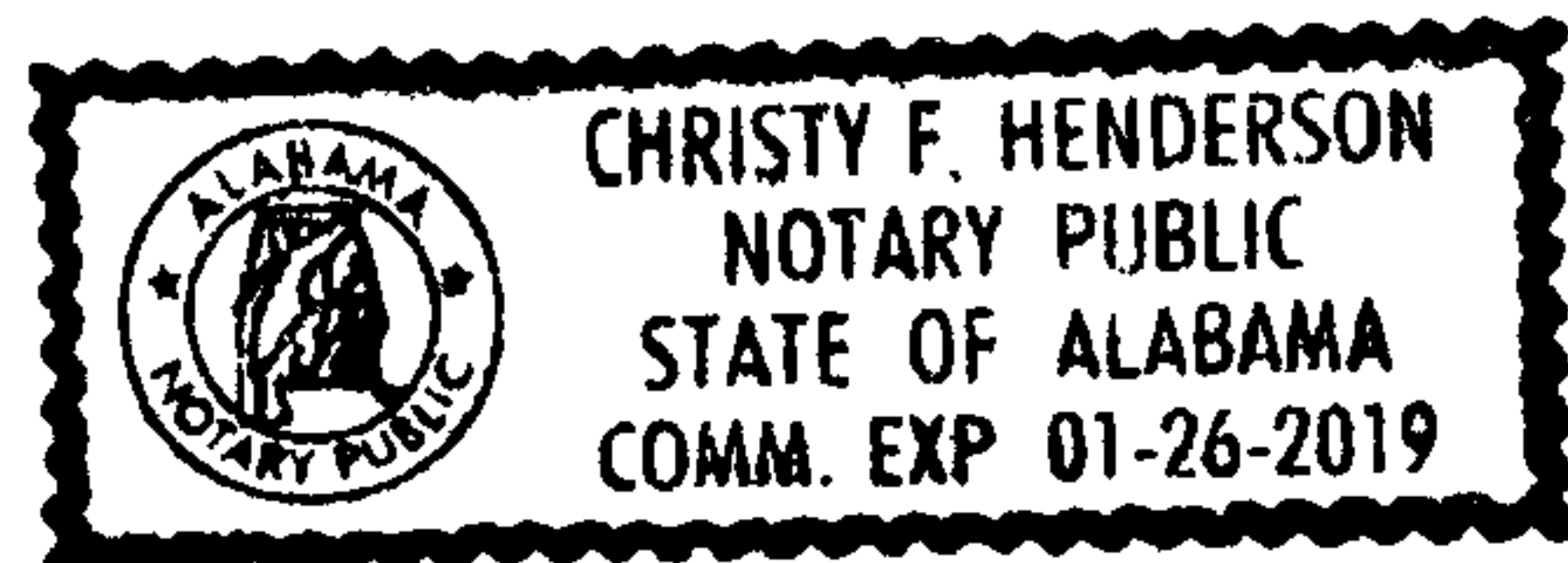
County of Jefferson

I, Christy Henderson a notary public in and for said County in said State, hereby certify that Charles Mizerany whose name as Treasurer is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such he, executed the same voluntarily on the day the same bears date.

Given under my hand this 7th day of December, 2015.

(Seal)

Christy F. Henderson
Notary Public



20151230000443040 4/6 \$2167.50
Shelby Cnty Judge of Probate, AL
12/30/2015 11:43:06 AM FILED/CERT

Exhibit A to Deed

(Legal Description)

Store Number: 227

Property Address: 1231 1st Street North, Alabaster, Alabama 35007

A part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 20 South, Range 3 West and the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of Section 25 and run East along the South line of said Section 25 a distance of 130.60 feet (deed) to a point on the Westerly right of way line of U.S. Highway 31; thence run Northerly along said Westerly right of way line on a bearing of North 14°31'00" East (deed) a distance of 34.0 feet (deed) to the Point of Beginning of the tract herein described; thence run along a bearing of North 75°29'00" West a distance of 247.66 feet deed (North 75°29'01" West; 248.02 feet, measured), to the East right of way line of a railroad right of way; thence run along the East right of way line of the railroad right of way North 06°52'30" East a distance of 167.49 feet (North 06°58'46" East, a distance of 167.75 feet, measured); thence leaving said East right of way line, run South 75°29'00" East a distance of 269.93 feet, deed (South 75°25'15" East, 270.02 feet, measured) to the Westerly right of way line of U.S. Highway 31; thence run South 14°30'57" West a distance of 166.00 feet (measured and deed) along said right of way line, to the Point of Beginning.

All being situated in Shelby County, Alabama.


20151230000443040 5/6 \$2167.50
Shelby Cnty Judge of Probate, AL
12/30/2015 11:43:06 AM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name Jack's Family Restaurants LP
Mailing Address 124 West Oxmoor Road
Birmingham, AL 35209

Grantee's Name MDC Coast 2, LLC
Mailing Address 11995 El Camino Real
San Diego, CA 92130

Property Address 1231 1st Street North
Alabaster, AL

Date of Sale December ____, 2015

Total Purchase Price \$2,138,482.00

or
Actual Value \$

or
Assessor's Market Value \$



20151230000443040 6/6 \$2167.50
Shelby Cnty Judge of Probate, AL
12/30/2015 11:43:06 AM FILED/CERT

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 ☐ Appraisal
☒ Sales Contract ☐ Other _____
☐ Closing Statement

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 _____

Print: Charles T. Mizerany, Treasurer

Unattested
(verified by)

Sign: Charles Mizerany
Grantor

Form RT-1