

Recording Requested By and
When Recorded Mail to:

20171215000448190
12/15/2017 01:36:54 PM
RESTCOVN 1/5

Graybill, Lansche & Vinzani, LLC
2721 Devine Street
Columbia, South Carolina 29205

(Space above this line for Recorder's Use)

STATE OF ALABAMA)

)

COUNTY OF SHELBY)

DECLARATION OF RESTRICTIVE COVENANT

FOR VALUE RECEIVED, the undersigned **AL ALABASTER MONTEVALLO, LLC**, a South Carolina limited liability company ("Declarant"), in connection with the conveyance by Declarant of even date herewith of that certain tract of land (the "Property") as described more accurately on Exhibit "A" attached hereto and incorporated herein, unto **Shane M. Jones** ("Grantee"), hereby restricts that certain property owned by Declarant (the "Restricted Property") as more particularly described on Exhibit "B" attached hereto and incorporated herein, from being improved or used as or for a gasoline station, gasoline dispensary, filling station, or any business operation involving or including sales or dispensing of gasoline, kerosene, diesel fuel, or other gasoline or petroleum products used as motor fuels for dispensing directly to vehicles as a primary part of such business operations, or combining such operations with the sale of convenience store items or related operations.

The aforesaid restrictions shall run with the title to the Restricted Property, and shall be for the benefit of and be enforceable (individually and/or collectively) by each of Grantee, its heirs, successors, lessees and assigns (collectively, the "Beneficiaries").

The foregoing restrictions shall be enforceable by any proceedings allowable at law or in equity, including but not limited to actions seeking injunctive relief to prevent any violation thereof, and shall be binding for a period of forty (40) years from the date hereof, at the conclusion of which time these restrictions shall automatically expire and terminate without the necessity of any further action by the Declarant, the Beneficiaries, or any other parties whomsoever, and shall thereafter be of no further force or effect.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of the Declarant this 15th day of December, 2017.

AL ALABASTER MONTEVALLO, LLC,
a South Carolina limited liability company

By: [Signature] (SEAL)
Name: Philip S. Wilson
Its: Manager

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Before me, the undersigned, a Notary Public, hereby certifies that personally appeared Philip S. Wilson, as the Manager of AL ALABASTER MONTEVALLO, LLC, a South Carolina limited liability company, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 2-23-26
Acting in the County of _____
PUBLIC
GREENVILLE COUNTY, SC

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Exhibit "A"
The Property

Lot 1, Alabaster Montevallo Subdivision, as recorded in Map Book 48, Page 12 of the records in the Office of Judge of Probate of Shelby County, Alabama.

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Exhibit "B"
Restricted Property

Lot 3, Alabaster Montevallo Subdivision, as recorded in Map Book 48, Page 12 of the records in the Office of Judge of Probate of Shelby County, Alabama.

SUBORDINATION AND CONSENT OF LENDER

Trustmark National Bank ("Lender"), as Lender under that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement recorded July 17, 2017 in Instrument #20170717000255630 of the records in the Office of the Judge of Probate of Shelby County, Alabama, (the "Mortgage"), does hereby subordinate the Mortgage, and consents to, approves, and acknowledges the execution, delivery and recording of the foregoing Agreement. Lender does further agree that if it shall ever succeed to title in and to the property of AL Alabaster Montevallo, LLC affected by the Agreement whether by way of foreclosure of the Mortgage, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created in the Agreement and shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges.

IN WITNESS WHEREOF, the undersigned has duly executed and sealed this Subordination and Consent of Lender this 7th day of December, 2017.

Trustmark National Bank

By: Steven D. Erickson
Name: Steven D. Erickson
Its: Senior Vice President

STATE OF ALABAMA
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, hereby certifies that personally appeared Steven D. Erickson, as the Sr. Vice Pres. of Trustmark National Bank, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Greta Fuller Gutzall (SEAL)
Notary Public for Alabama State at Large
My Commission Expires: 2-7-2018

MY COMMISSION EXPIRES:
February 7, 2018



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/15/2017 01:36:54 PM
\$27.00 CHARITY
20171215000448190

J. W. Fuhrmeister

