

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 3 th day of December, 2017, between **The American National Red Cross**, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)), (hereinafter referred to as the "Grantor"), with a mailing address of 9450 SW Gemini Dr. #75048, Beaverton, Oregon 97008, and and in consideration of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration hereby acknowledged to have been paid to Grantor by **LBC Properties, LLC**, an Alabama limited liability company (hereinafter referred to as the "Grantee"), with a mailing address of 1550 Woods of Riverchase Drive, Suite 200, Hoover, Alabama 35244, does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained or mentioned, hereby grant, bargain, sell and convey unto Grantee, in fee simple, that certain real property situated in Shelby County, Alabama, to wit:

Lot 3, according to the Final Plat of Chase Park South II as recorded in Map Book 41, Page 150, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH AND SUBJECT TO a Declaration of Reciprocal Easements and Agreement by and between Century/Chase L.L.C., an Alabama limited liability company and The American National Red Cross, recorded in Instrument No. 20110919000276870.

AND BEING the same property conveyed to The American National Red Cross from Century/Chase, L.L.C., an Alabama limited liability company by General Warranty Deed dated September 27, 2010 and recorded October 07, 2010 in Instrument No. 20101007000333660.

Tax Parcel No. 10-4-19-0-001-001.037

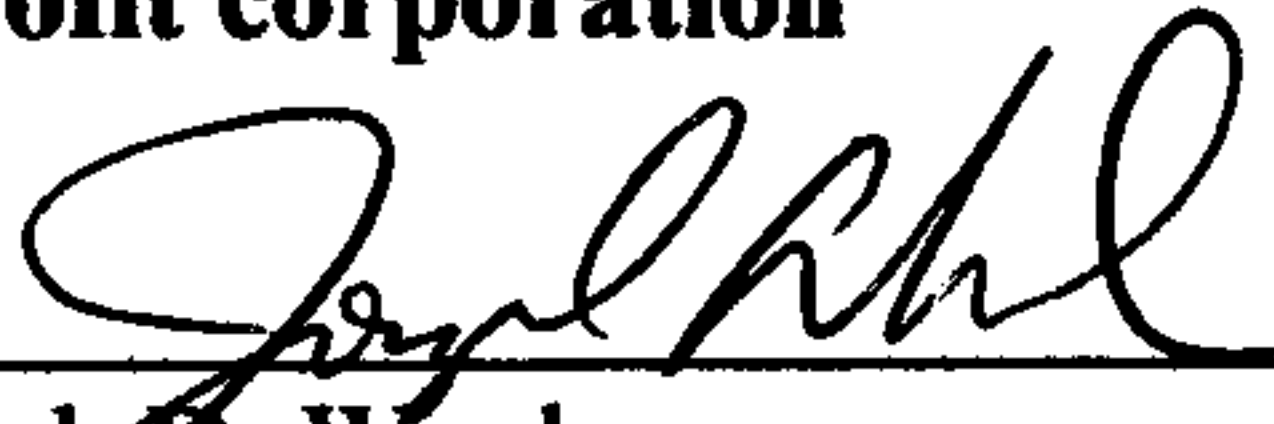
TOGETHER, with all and singular, the rights, members, privileges, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto, and subject to the restrictions shown herein as Exhibit "A", TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Grantor covenants (a) it is the lawful owner of the Property, (b) it has full right and power to convey the same, and Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor but against no other.

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IN WITNESS WHEREOF, the said GRANTOR, by and through its duly authorized agent, hereto sets its signature and seal, this the 8th day of December, 2017.

**The American National Red Cross,
a nonprofit corporation**

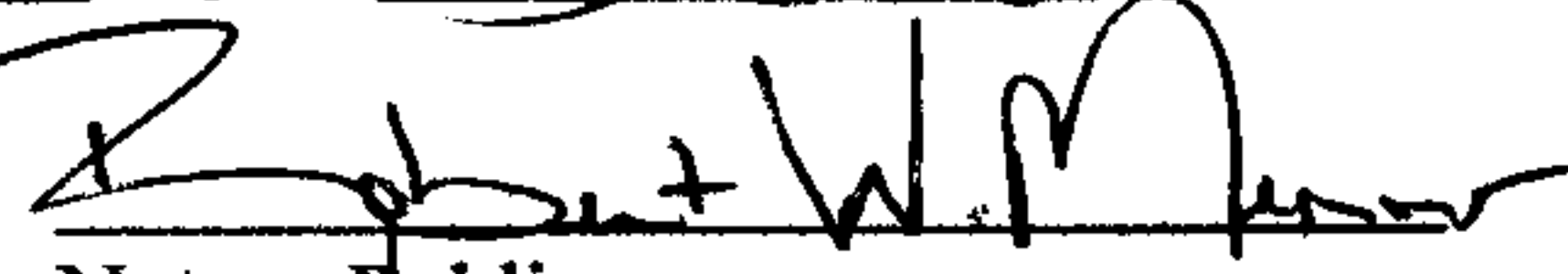
By: 
Joseph D. Ward

Its: Executive Director of Real Estate Services

STATE OF Ohio
COUNTY OF Cuyahoga

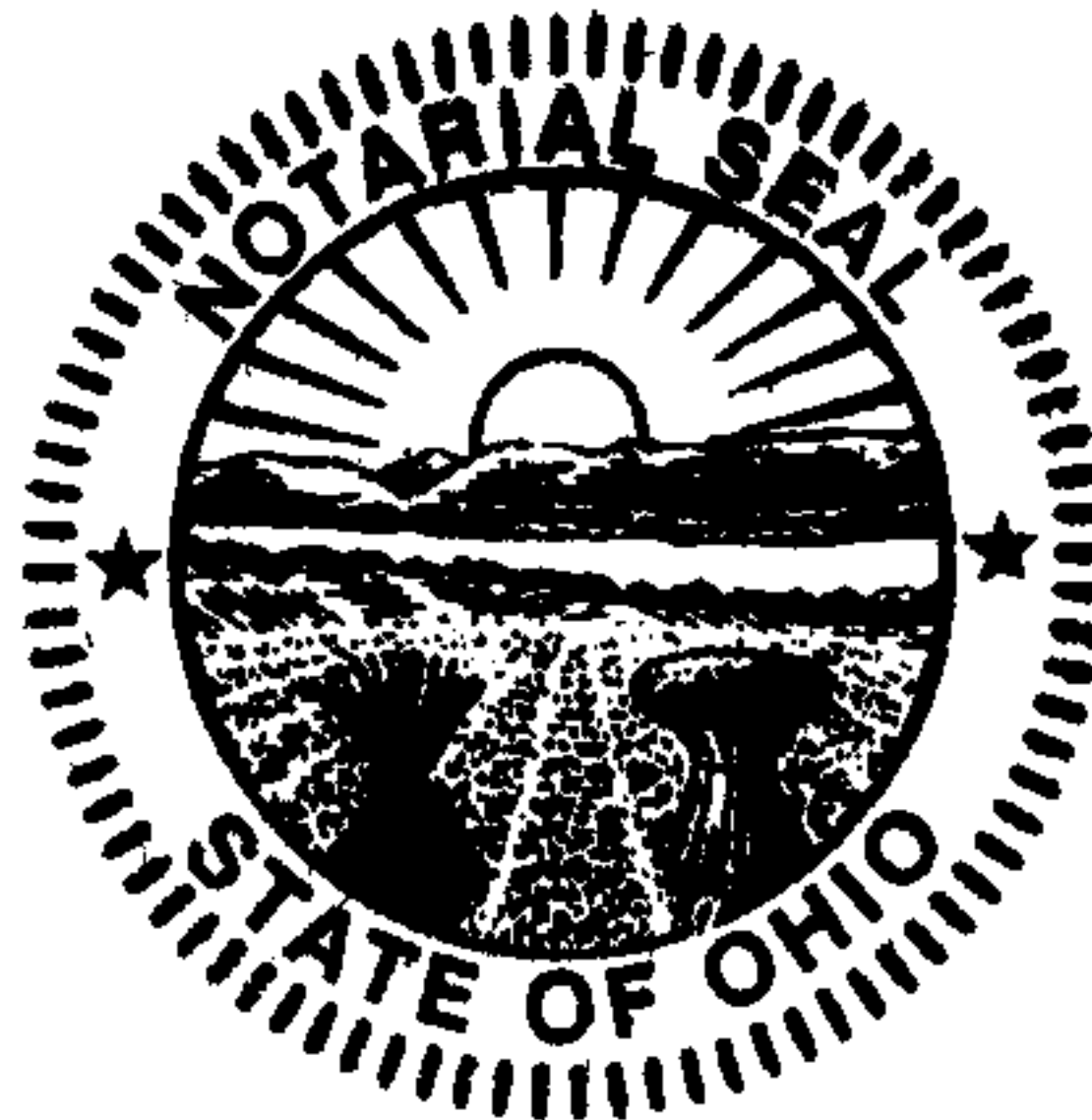
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph D. Ward, whose name is signed to the foregoing conveyance, and who is known to me, sworn, subscribed and acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she executed the same voluntarily in his/her capacity as Executive Director of Real Estate Services of The American National Red Cross, a nonprofit corporation,

Given under my hand and official seal this 8th day of December 2017.


Notary Public
My commission expires: 10.22.2022

Grantee's Address
1550 Woods of Riverchase Drive,
Suite 200, Hoover, AL 35244

Prepared by:
Jason Knowles
Knowles & Sullivan, LLC
400 Broad Street
Gadsden, Alabama 35901



ROBERT W MENNER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
October 22, 2022


AFTER RECORDING, RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: 

Exhibit A

1. Taxes and special assessments which are not shown as existing liens by the public records.
2. Revocation of tax exempt status by the Shelby County Department of Revenue.
3. Plat recorded in Map Book 8, Page 61, Shelby County Judge of Probate Office.
4. Plat recorded in Map Book 41, Page 150, in the aforesaid office.
5. The coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals: including , but not limited to, express or implied easements in, over and under that estate for the entry and removal of minerals, as defined in Deed Book 252, Page 184, in the aforesaid office.
6. Easement in favor of Alabama Power Company, a corporation, its successors or assigns set forth in Deed Book 252, Page 184, in the aforesaid office (as shown on survey by Jeff D. Arrington, PLS No. 18664, dated 11/15/2017, revised 12/7/2017, and known as Job No. 66735, hereinafter referred to as the "Survey")
7. Terms, conditions, provisions, covenants, restrictions, reservations, easements, charges, assessments, and liens set forth in Deed and/or Covenants Conditions and Restrictions, in Misc Book 13, Page 50, amended in Misc Book 15, Page 189, further amended in Misc Book 19, Page 633, in the aforesaid office, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
8. Terms and conditions of Agreement by and between Alabama Power Company and the Harbet-Equitable Joint Venture, in Misc Book 15, Page 401, in the aforesaid office (as shown on survey)
9. Terms and conditions of Agreement by and between The Harbert-Equitable Joint Venture, an Alabama general partnership and Blue Cross and Blue Shield of Alabama, a non-profit corporation, in Misc Book 19, Page 690, in the aforesaid office.
10. Easement in favor of Alabama Power Company, a corporation, its successors or assigns, set forth in Deed Book 310, Page 595, in the aforesaid office. (as shown on survey)
11. Terms, conditions, provisions, covenants, restrictions, reservations, easements, charges, assessments, and liens set forth in Deed and/or Covenants Conditions and Restrictions, in Deed Book 314, Page 474, in the aforesaid office, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability,

handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

12. Terms, conditions, provisions, covenants, restrictions, reservations, easements, charges, assessments, and liens set forth in Deed and/or Covenants Conditions and Restrictions, in Deed Book 322, Page 376, in the aforesaid office, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

13. Right of Way Easement in favor of South Central Bell Telephone Company, set forth in Deed Book 324, Page 857, in the aforesaid office. (as shown on survey)

14. Easement in favor of Alabama Power Company, its successors and assigns, set forth in Deed Book 325, Page 112, in the aforesaid office. (as shown on survey)

15. Easement in favor of Alabama Power Company, its successors and assigns, set forth in Deed Book 332, Page 542, in the aforesaid office. (as shown on survey)

16. Terms, conditions, provisions, covenants, restrictions, reservations, easements, charges, assessments, and liens set forth in Deed and/or Covenants Conditions and Restrictions, in Deed Book 333, Page 764, in the aforesaid office, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

17. Declaration of Reciprocal Easements and Agreements in Instrument No. 20110919000276870, in the aforesaid office.

18. Terms and conditions of unrecorded Leaseback Lease Agreement, by and between LBC Properties, LLC, an Alabama limited liability company, and The American National Red Cross, a nonprofit corporation, and any loss or damage resulting from the fact that the instrument is not recorded.

Real Estate Sales Validation Form

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

Grantor's Name The American National Red Cross
Mailing Address 9450 SW Gemini Dr #75048
Beaverton, OR 97008

Grantee's Name LBC Properties, LLC
Mailing Address 1550 Woods of Riverchase Drive Ste 200
Hoover, AL 35244

Property Address 300 Chase Park S
Hoover, AL 35244

Date of Sale _____
Total Purchase Price \$ 1,200,000.00

or
Actual Value \$

20171218000448960 12/18/2017 09:53:27 AM DEEDS 5/5 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 ☐ 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 12.8.17

Joseph D. Ward, Executive Director, Real Estate Services,
Print for The American National Red Cross

Unattested _____
(verified by)

Sign 
(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/18/2017 09:53:27 AM
S1227.00 CHERRY
20171218000448960



Form RT-1