

20191030000401110
10/30/2019 03:15:19 PM
DEEDS 1/6

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS; that, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor, in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, **NEW MT. MORIAH MISSIONARY BAPTIST CHURCH**, an Alabama nonprofit corporation (as "Grantor"), does hereby grant, bargain, sell and convey unto **QUIKTRIP CORPORATION**, an Oklahoma corporation (herein referred to as "Grantee"), its successors and assigns, the following-described real estate situated in the County of Shelby and the State of Alabama, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference ("Property").

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining.

This conveyance is made subject to those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference ("Specific Exceptions").

For ad valorem tax purposes only, the mailing address of Grantee is P.O. Box 3475, Tulsa, Oklahoma 74101, Attn: Tax Department.

The Grantor herein is one and the same as New Mt. Moriah Baptist Church, the grantee in those certain Deeds recorded on November 21, 1994 at Instrument Number 1994-34556 in the Office of the Judge of Probate of Shelby County, Alabama; and on May 15, 2007 at Instrument Number 20070515000227890 in the Office of the Judge of Probate of Shelby County, Alabama and on November 17, 2017 at Instrument Number 20171117000417140 in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD, the Property, together with all improvements, easements and appurtenances thereunto pertaining, to the said Grantee, its successors and assigns FOREVER.

And the said Grantor does for itself, its successors and assigns, covenant with the said Grantee, its successors and assigns, that, except as hereinabove provided, it is lawfully seized in fee simple of the Property conveyed hereby; that the Property is free from all encumbrances, except as hereinabove provided; that it has a good right to sell and convey the same to the said Grantee, its successors and assigns; and the Grantor will warrant and defend the same to the said Grantee, its successors and assigns, forever against the lawful claims of all persons, except as herein provided.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 29th
day of October, 2019.

NEW MT. MORIAH MISSIONARY
BAPTIST CHURCH,
an Alabama Nonprofit Corporation

By: Ernest Montgomery
Name: Ernest Montgomery
Title: President and Trustee

ATTEST:

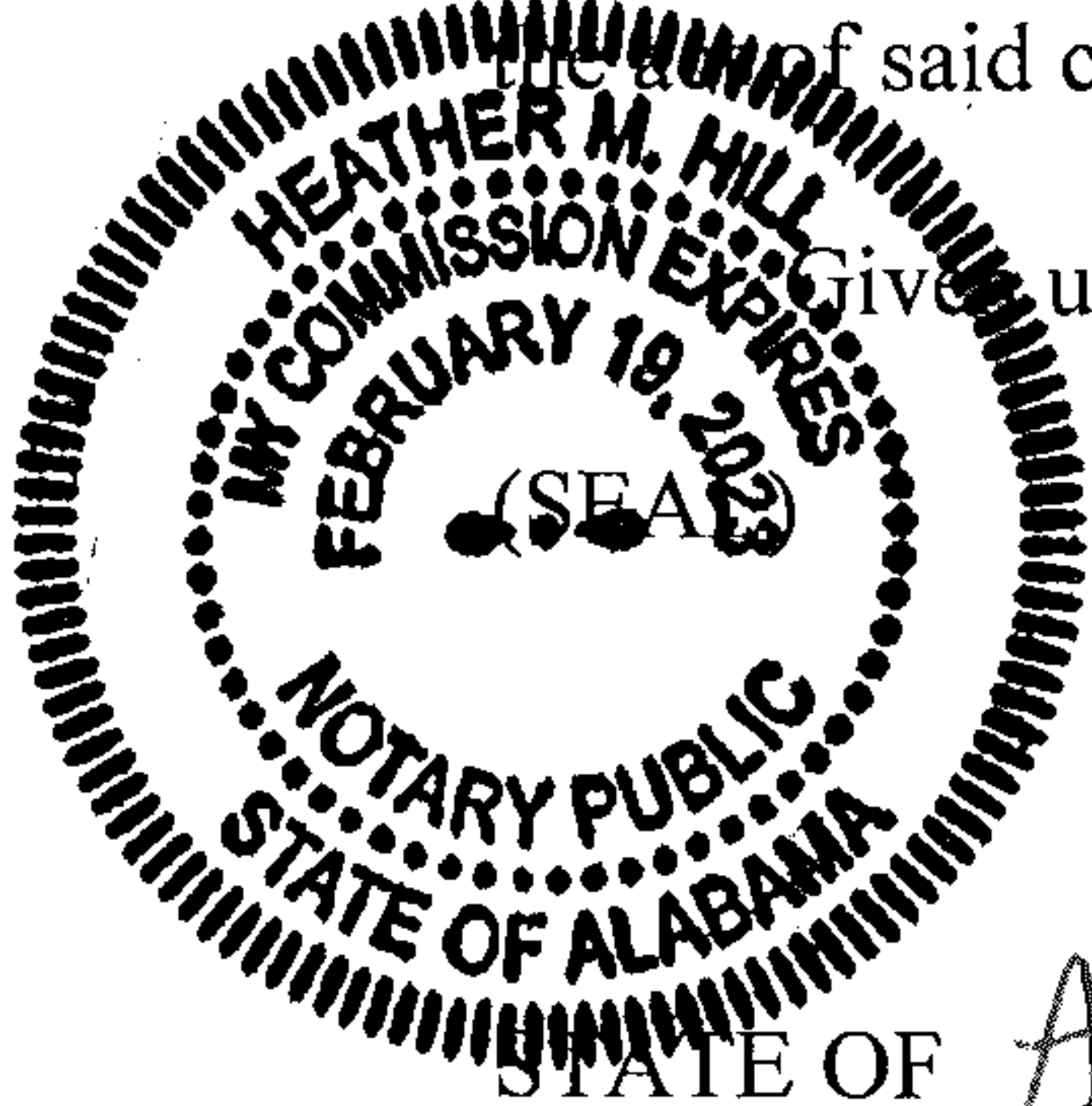
By: Luvernia Arnold
Name: Luvernia Arnold
Title: Secretary

[ACKNOWLEDGMENT ON FOLLOWING PAGE]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ernest Montgomery, whose name as President and Trustee of New Mt. Moriah Missionary Baptist Church, an Alabama nonprofit corporation, 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 the instrument, he, as such President and Trustee, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of October, 2019.

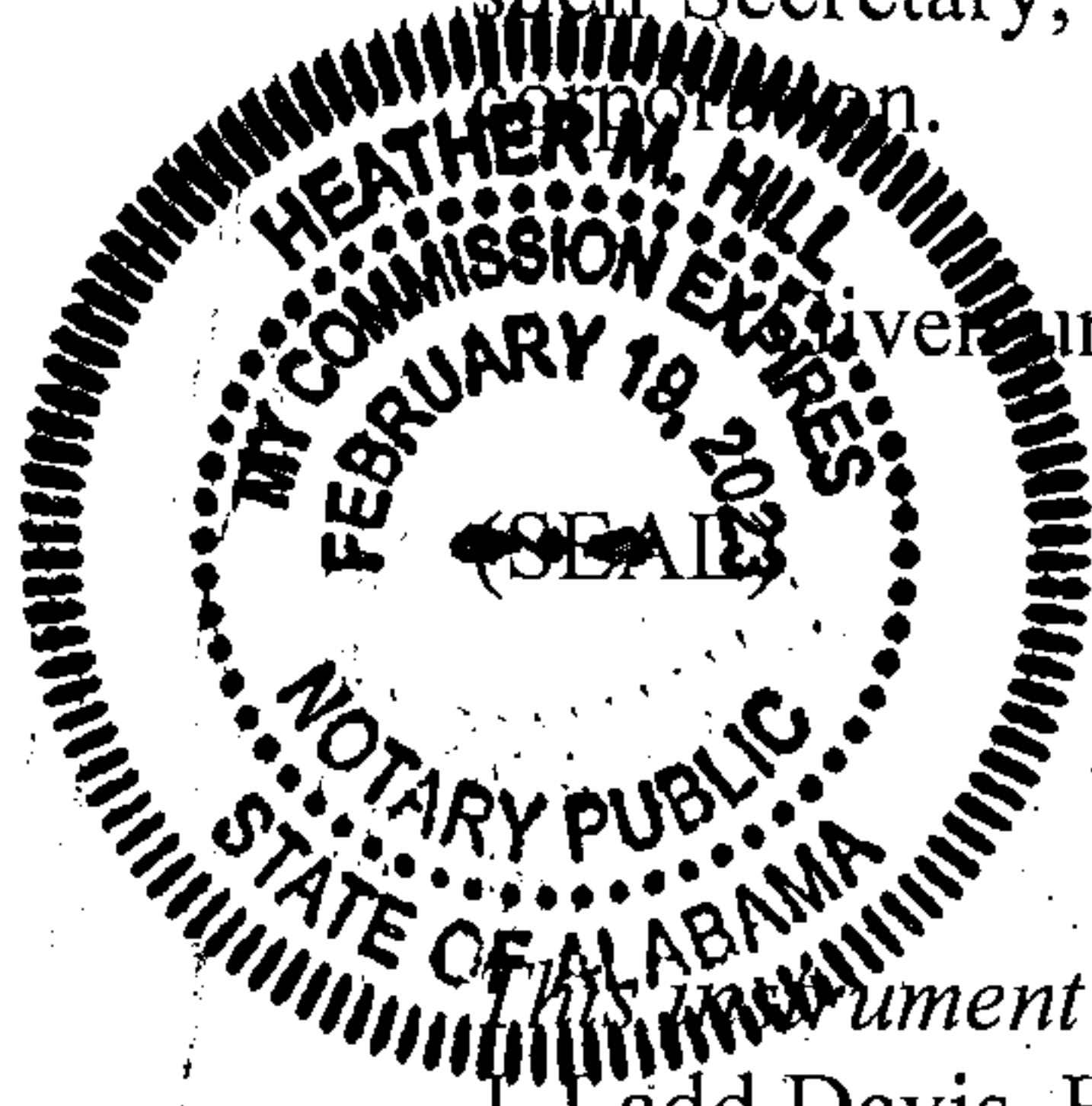


Heather M. Hill
Notary Public
My commission expires: 2/19/2023

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Luvernia Arnold, whose name as Secretary of New Mt. Moriah Missionary Baptist Church, an Alabama nonprofit corporation, 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 the instrument, she, as such Secretary, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of October, 2019.



Heather M. Hill
Notary Public
My commission expires: 2/19/2023

This instrument prepared by:
J. Ladd Davis, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
2100B SouthBridge Parkway, Suite 240
Birmingham, Alabama 35209
(205) 484-0841
RSJ&G File No. 10296-0001

NOTE: THE PREPARER OF THIS INSTRUMENT HAS SERVED AS A SCRIVENER ONLY AND HAS NOT EXAMINED TITLE WITH RESPECT TO THE PROPERTY DESCRIBED HEREIN AND DOES NOT HEREBY GIVE AN OPINION WITH RESPECT THERETO.

Exhibit "A"

("Property")

TRACT 5:

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commencing at a found 1/2 inch rebar lying on the Northerly end of the mitered intersection of the Westerly Right of Way of Highway 31 (having a Variable Right of Way) and the Northerly Right of Way of Anglewood Lane (having a Prescriptive Right of Way); thence run along the Northerly Right of Way of Anglewood Lane South 61 degrees 05 minutes 10 seconds West for a distance of 55.64 feet to a found 1/2 inch rebar, said rebar also lying on a curve to the left, said curve having a radius of 247.78 feet, a central angle of 02 degrees 55 minutes 06 seconds, a chord bearing of North 77 degrees 47 minutes 46 seconds West, and a chord distance of 12.62 feet; thence run along the arc of said curve and said Right of Way for a distance of 12.62 feet to a point, said point also lying on a curve to the left, said curve having a radius of 589.37 feet, a central angle of 04 degrees 39 minutes 43 seconds, a chord bearing of North 76 degrees 30 minutes 19 seconds West, and a chord distance of 47.94 feet; thence run along the arc of said curve and said Right of Way for a distance of 47.95 feet to a point, said point lying on a curve to the left, said curve having a radius of 589.37 feet, a central angle of 00 degrees 46 minutes 57 seconds, a chord bearing of North 79 degrees 13 minutes 39 seconds West, and a chord distance of 8.05 feet; thence run along the arc of said curve and said Right of Way for a distance of 8.05 feet to a point, said point also lying on a curve to the left, said curve having a radius of 589.37 feet, a central angle of 04 degrees 10 minutes 23 seconds, a chord bearing of North 81 degrees 42 minutes 18 seconds West, and a chord distance of 42.92 feet; thence run along the arc of said curve and said Right of Way for a distance of 42.92 feet to a point, said point also lying on a curve to the left, said curve having a radius of 328.88 feet, a central angle of 18 degrees 05 minutes 29 seconds, a chord bearing of South 88 degrees 24 minutes 51 seconds West, and a chord distance of 103.42 feet; thence run along the arc of said curve and said Right of Way for a distance of 103.85 feet to a point, said point lying on a curve to the right, said curve having a radius of 877.28 feet, a central angle of 02 degrees 08 minutes 45 seconds, a chord bearing of South 82 degrees 16 minutes 06 seconds West, and a chord distance of 32.85 feet; thence run along the arc of said curve and said Right of Way for a distance of 32.86 feet to a point, said point being the POINT OF BEGINNING, said point also lying on a curve to the right, said curve having a radius of 877.28 feet, a central angle of 04 degrees 20 minutes 38 seconds, a chord bearing of South 85 degrees 30 minutes 48 seconds West, and a chord distance of 66.49 feet; thence run along the arc of said curve and said Right of Way for a distance of 66.51 feet to a point, said point lying on a curve to the right, said curve having a radius of 189.39 feet, a central angle of 15 degrees 34 minutes 42 seconds, a chord bearing of North 83 degrees 53 minutes 32 seconds West, and a chord distance of 51.34 feet; thence run along the arc of said curve and said Right of Way for a distance of 51.50 feet to a point; thence leaving the Northerly Right of Way of Anglewood Lane run South 89 degrees 52 minutes 22 seconds East for a distance of 117.34 feet to the POINT OF BEGINNING.

Exhibit "B"

("Specific Exceptions")

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto.
3. Transmission Line Permits to Alabama Power Company as set out in instrument(s) recorded in Deed Book 103, Page 161 and Deed Book 121, Page 348.
4. Right of Way and release of damages to State of Alabama as recorded in Deed Book 198, Page 44.
5. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument #20160115000016480.
6. The following matter(s) as shown on Survey of David L. Anderson, dated October 30, 2018, last revised September 23, 2019:
 - a) Telephone pedestal located on the Land

Real Estate Sales Validation Form

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

Grantor's Name New Mt. Moriah Missionary
 Mailing Address Baptist Church
73 Anglewood Lane
Calera, Alabama 35040

Grantee's Name Quiktrip Corporation
 Mailing Address P.O. Box 3475
Tulsa, Oklahoma 74101
Attn: Tax Department

Property Address 73 Anglewood Lane
Calera, Alabama 35040
 PID No.: 28-2-09-0-001-018.000
 PID No.: 28-2-09-0-001-020.000

Date of Sale 10/29/2019
 Total Purchase Price \$ 150,000.00

or
 Actual Value \$ _____

or
 Assessor's Market Value \$ _____



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 10/30/2019 03:15:19 PM
 \$187.00 CHARITY
 20191030000401110

The purchase price or actual value entered 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 10/29/2019

Print Ernest Montgomery

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

Unattested _____

(verified by)

Print Form

Form RT-1