

This instrument prepared by:
Russell M. Cunningham, IV
Cunningham Firm, LLC
The Landmark Center, Suite 600
2100 1st Avenue North
Birmingham, AL 35203

Send tax notice to:
Whitewater Real Estate, LLC
2005 Old Montgomery Highway
Birmingham, AL 35244

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

Know all men by these presents, that in consideration of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration, to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt of which whereof is acknowledged, Acton Investments, LLC, an Alabama limited liability company whose address is 102 Trade Center Drive, Birmingham, Alabama 35244 (the “Grantor”), does hereby grant, bargain, sell and convey unto Whitewater Real Estate, LLC, an Alabama limited liability company whose address is 2005 Old Montgomery Highway, Pelham, Alabama 35244 (the “Grantee”), all of its right, title and interest in the following described real estate situated in Shelby County, Alabama:

Lots 7 & 8, according to the survey of Riverchase Trade Center as recorded in Map Book 12, Page 24, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Subject to: See Exhibit A.

To have and to hold, unto the said GRANTEE, its successors and assigns, forever.

GRANTOR makes no warranty or covenant respecting the nature of the quality of title to the property hereby conveyed other than that the GRANTOR has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by GRANTOR.

The above-described real property is located at: 2005 Old Montgomery, Highway, Birmingham, Alabama 35244 and 102 Trade Center Drive, Birmingham, Alabama 35244. The value of this real estate property is \$815,000.00. This value is the purchase price set forth in the Contract for the Purchase and Sale of Real Estate by and between GRANTOR and GRANTEE.

Mortgage filed simultaneoulsy herewith in the amount of \$1,836,800.00.

[signature on following page]

IN WITNESS WHEREOF, Douglas L. Acton, in his capacity as the Manager of Acton Investments, LLC, has hereto set his signature, to be effective the 9th day of November 2021.

ACTON INVESTMENTS, LLC, an Alabama limited liability company

By: [Signature]
Douglas L. Acton
Its: Manager

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.

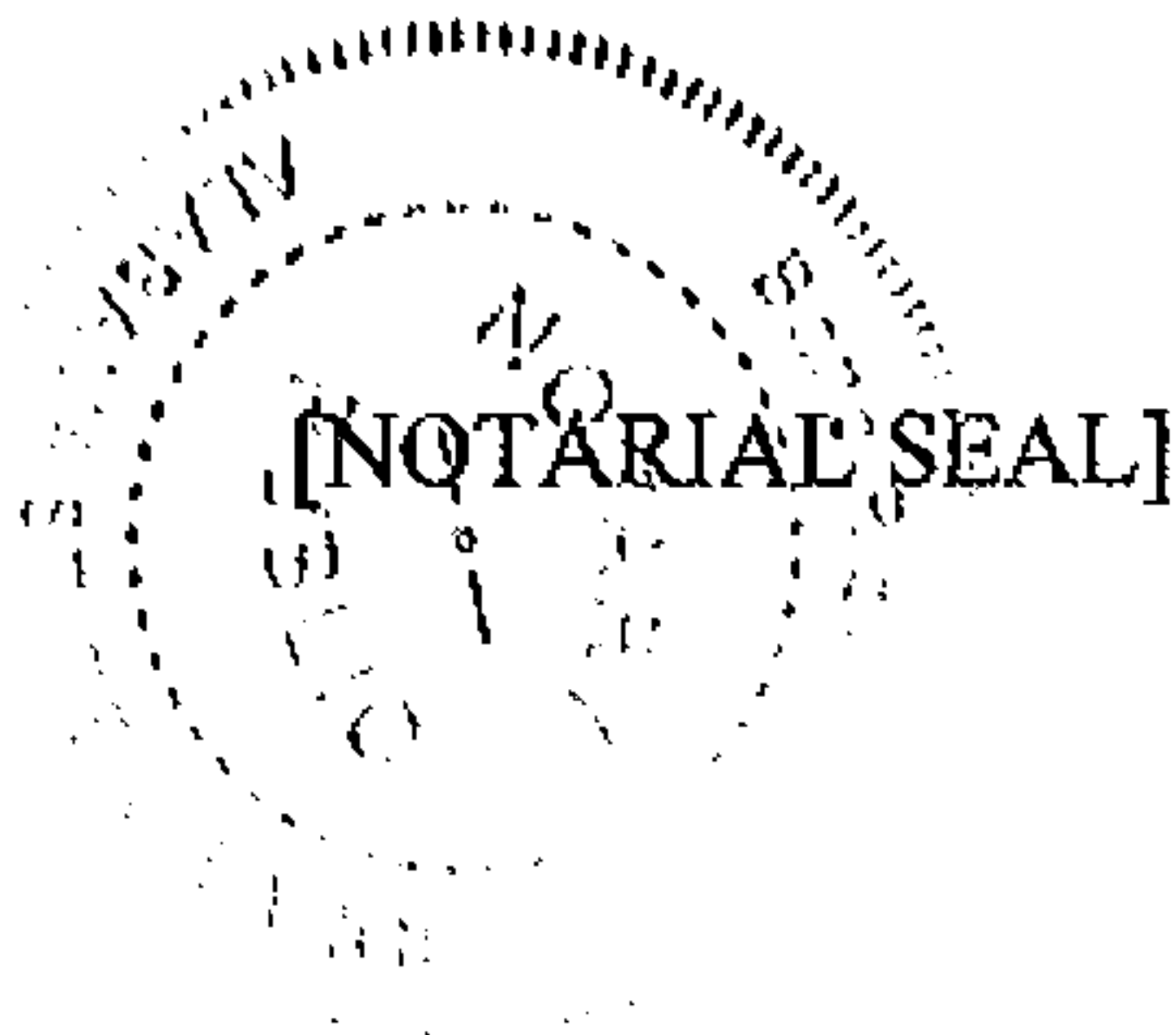
STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas L. Acton, whose name is signed to the foregoing conveyance in his capacity as the Manager of Acton Investments, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same as the Manager of such limited liability company with full authority and voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November 2021.

[Signature]
NOTARY
My commission expires: _____



Bano Rizvi
Notary Public, Alabama State At Large
My Commission Expires June 4, 2023

EXHIBIT A

Title Exceptions

1. Taxes and assessments for the year 2022 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, whether or not the interests or rights excepted in (a) or (b) appear in the public records or are shown in this Exhibit A.
3. Restrictions appearing of record in Book 192, Page 886. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 24, Page 35 and in Deed Book 127, Page 140.
5. Rights claimed by Alabama Power Company under the following transmission line permits: Deed Book 101, Page 500; Deed Book 101, Page 569; Deed Book 194, Page 58; Deed Book 228, Page 197; Deed Book 164, Page 177, and Deed Book 167, Page 117, Deed Book 111, Page 153, Deed Book 129, Page 38, Deed Book 240, Page 429, Deed Book 251, Page 514, Deed Book 28, Page 759 all in the Probate Office of Shelby County, Alabama.
6. Rights claimed under the gas line easement to Alabama Gas Corporation recorded in Deed Book 215, Page 47, in the Probate Office of Shelby County, Alabama.
7. Rights claimed under the public road right of way deed to Shelby County recorded in Deed Book 102, Page 441; and under condemnation proceedings recorded in Probate Minutes Book 7, Pages 38 and 46, in the Probate Office of Shelby County, Alabama.
8. Easements and building line as shown on recorded map.
9. Reciprocal Easement Agreement as recorded in Real Volume 356, Page 319 in the Probate Office of Shelby County, Alabama.
10. Easement conveyed to Riverchase Community Church as recorded in Instrument #1998-01784 in the Probate Office of Shelby County, Alabama.
11. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument #1994-492.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/09/2021 12:01:05 PM
\$29.00 CHERRY
20211109000542200

Allen S. Bayl