| non  | recor | ding      | return | this ins | trument to: |
|------|-------|-----------|--------|----------|-------------|
| <br> |       | 2.7 2 2 2 |        |          |             |
|      |       |           |        |          |             |

### **RECORDING USE ONLY:**

Pelham City Board of Education 3160 Pelham Parkway Pelham, Alabama 35124

#### Mail tax notice to:

Pelham City Board of Education 3160 Pelham Parkway Pelham, Alabama 35124

#### This instrument was prepared by:

Michael M. Partain, Esq. 2233 2<sup>nd</sup> Avenue North Birmingham, Alabama 35203

The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Ala. Code (1975) §40-22-1

Grantor's Names and Mailing Address:

Murphy Investments, LLC P.O. Box 1015

Pelham, Alabama 35124

Grantee's Name and Mailing Address:

Pelham City Board of Education 3160 Pelham Parkway Pelham, Alabama 35124

**Property Address:** 

Racquet Club Lane Pelham, Alabama 35124

Date of Sale:

**Purchase Price:** 

\$900,000.00

| The purchase price or | actual value claimed in t | his instrument can be verif | fied in the following | documentary evidence | e |
|-----------------------|---------------------------|-----------------------------|-----------------------|----------------------|---|
| Bill of Sale          |                           | X Closing Statement         | _                     | Other                |   |
| STATE OF ALA          | BAMA )                    |                             |                       |                      |   |
| <b>COUNTY OF SH</b>   | HELBY )                   |                             |                       |                      |   |

### GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Murphy Investments, LLC, an Alabama limited liability company (the "Grantor"), in hand paid by the Pelham City Board of Education, an instrumentality of the State of Alabama (the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee a parcel of real estate situated in Shelby County, Alabama, being more fully described on EXHIBIT A attached hereto and made a part hereof (the "Property").

TOGETHER WITH all and singular, the rights, tenements, appurtenances, and hereditaments thereunto belonging or in any ways appertaining to the Property unto the Grantee, and its successors and assigns, forever, in fee simple, free and clear of all liens and encumbrances, subject to the "Permitted Exceptions" set forth on **EXHIBIT B** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever. The Grantor does, for itself and its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of the Property, that it is free from all encumbrances, unless otherwise noted above; that the Grantor has a good right to sell and convey the same as aforesaid; that it and its successors and assigns will warrant and defend the same to the Grantee, its successors and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized representatives as of the 4/2 day of August, 2023.

Grantors:

Murphy Investments, LLC

STATE OF ALABAMA **COUNTY OF SHELBY** 

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald E. My fry whose name as Menton Murphy
Investments, LLC, an Alabama limited liability company, 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 said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this day of August, 2023.

My Commission Expires: (一つ) フンン

# **EXHIBIT A**

Lots 3, 4, and 5, according to the map and survey of Racquet Club Commercial Park, as recorded in Map Book 41, Page 4, in the Office of the Judge of Probate of Shelby County, Alabama.

#### **EXHIBIT B**

## Permitted Exceptions

- 1. Taxes due in the year of 2023, a lien, but not yet payable, until October 1, 2023, and subsequent years.
- 2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
- 3. Building set back lines and easements as shown by record plat.
- 4. Notes, conditions and restrictions as set forth in Map Book 41, Page 4, in the Probate Office of Shelby County, Alabama.
- Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 126, Page 301; Deed Book 136, Page 347; Deed Book 141, Page 300; Deed Book 170, Page 237; Deed Book 183, Page 129; and Deed Book 179, Page 343, in said Probate Office.
- 6. 30 foot Exclusive Easement for Ingress/Egress & Utilities as shown by record plat.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/07/2023 08:57:44 AM
\$32.00 JOANN
20230807000236840

alli 5. Beyl