

STATE OF ALABAMA)
SHELBY COUNTY)

Send tax notices to:
FirstBank
1221 Broadway, Suite 1300
Nashville, TN 37203
Attn: Accounting Team/CRE Facilities

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **CAHABA POINTE, LLC**, an Alabama Limited Liability Company ("Grantor"), by **FIRSTBANK**, a Tennessee banking corporation ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Shelby County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and his heirs and assigns, will warrant and defend the Property against the lawful claims of all persons claiming by, through, or under Grantor, but not further or otherwise.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
Cahaba Pointe, LLC	FirstBank
2530 Watkins Road	1221 Broadway, Suite 1300
Birmingham, AL 35223	Nashville, TN 37203 Attn: Accounting Team/CRE Facilities

Property Address:	5354 Highway 280, Birmingham, AL 35242
Date of Sale:	March 15, 2024
Total Purchase Price:	\$2,116,000.00
The Purchase Price can be verified by:	☒ Closing Statement

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of March 15, 2024.

GRANTOR:

CAHABA POINTE, LLC, an Alabama limited liability company

By: _____

Name: Allen W. Hawkins, III

Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

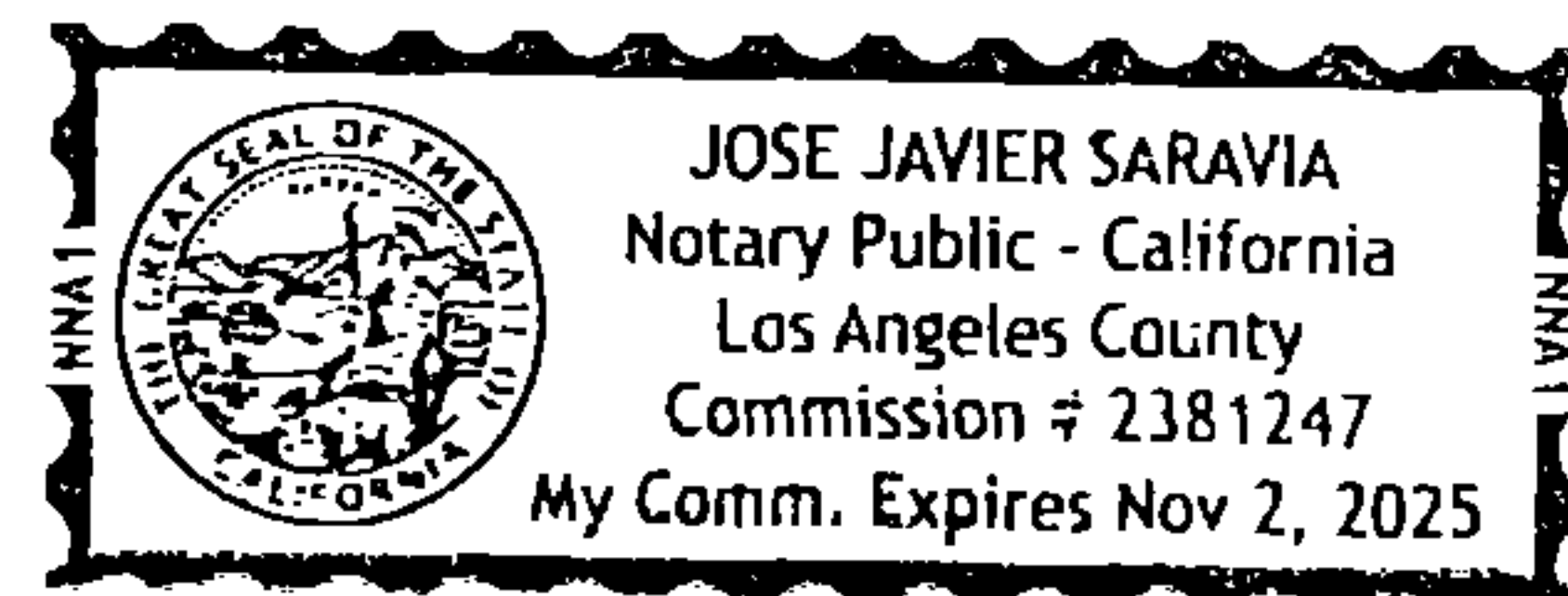
COUNTY OF Los Angeles)

On March 11, 2024 before me Jose Javier Saravia, notary public (insert name and title of the officer) personally appeared Allen W. Hawkins, III, who proved to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jose Javier Saravia (SEAL)



This Instrument Prepared By:
Baker Findley
Maynard Nexsen PC
1901 6th Avenue North, Suite 1700
Birmingham, AL 35203

EXHIBIT A

Lot 3, according to the Survey of Cahaba Pointe Plat No. 2, as recorded in Plat Book 58, page 71, in the Probate Office of Shelby County, Alabama.

Together with easement rights granted in that Declaration of Easements and Agreement recorded in *Instrument 20220524000209930*, in the Probate Office of Shelby County, Alabama.

Exhibit B

Exceptions

1. All taxes for the year 2024 and subsequent years, not yet due and payable.
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 and gravel in, on and under the Land.
3. The following Easements as shown on the Survey of Cahaba Pointe Plat No. 2, as recorded in Plat Book 58, page 71, as dedicated per Plat Book 58, page 30, in the Probate Office of Shelby County, Alabama:
 - a) Detention Pond & Drainage Easement
 - b) 10' Utility Easement
 - c) 20' Utility Easement
 - d) 15' sanitary Sewer Force Main Easement
 - e) 15' Private Storm Sewer Easement
4. Right of Way for Public Road to Shelby County as recorded in Volume 95, page 519, in the Probate Office of Shelby County, Alabama.
5. Easement granted to Alabama Power Company as recorded in Volume 109, page 491, in the Probate Office of Shelby County, Alabama.
6. Covenants and Restrictions as set forth in that certain Special Warranty Deed dated 5/20/2022 from Wal-Mart Realty Company to Cahaba Pointe, LLC filed for record 5/24/2022, as recorded in Instrument 20220524000209870, in the Probate Office of Shelby County, Alabama.
7. Easements, Covenants and Conditions set forth in Declaration of Easements and Agreements as recorded in Instrument 20220524000209930, in the Probate Office of Shelby County, Alabama.
8. Right-of-Way Agreement with the Water Works Board of the City of Birmingham as recorded in Instrument 20230322000078850, in the Probate Office of Shelby County, Alabama.
9. Easement to Alabama Power Company as recorded in Instrument 20230512000140260, in the Probate Office of Shelby County, Alabama.
10. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 20231221000367200 in the Probate Office of Shelby County, Alabama, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions as recorded in Instrument 20240315000072460 in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/15/2024 02:51:07 PM
\$2147.00 PAYGE
20240315000072550

Allen S. Bayl