

WARRANTY DEED
Joint tenants with right of survivorship

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Sixteen Thousand, Six Hundred and no/100's Dollars (\$16,600.00)** to the undersigned grantor,

Two Mountains, LLC

in hand paid by the grantees herein, the receipt whereof is hereby acknowledged the said grantors grant, bargain, sell and convey unto

Charles Bradberry and Gayle Bradberry

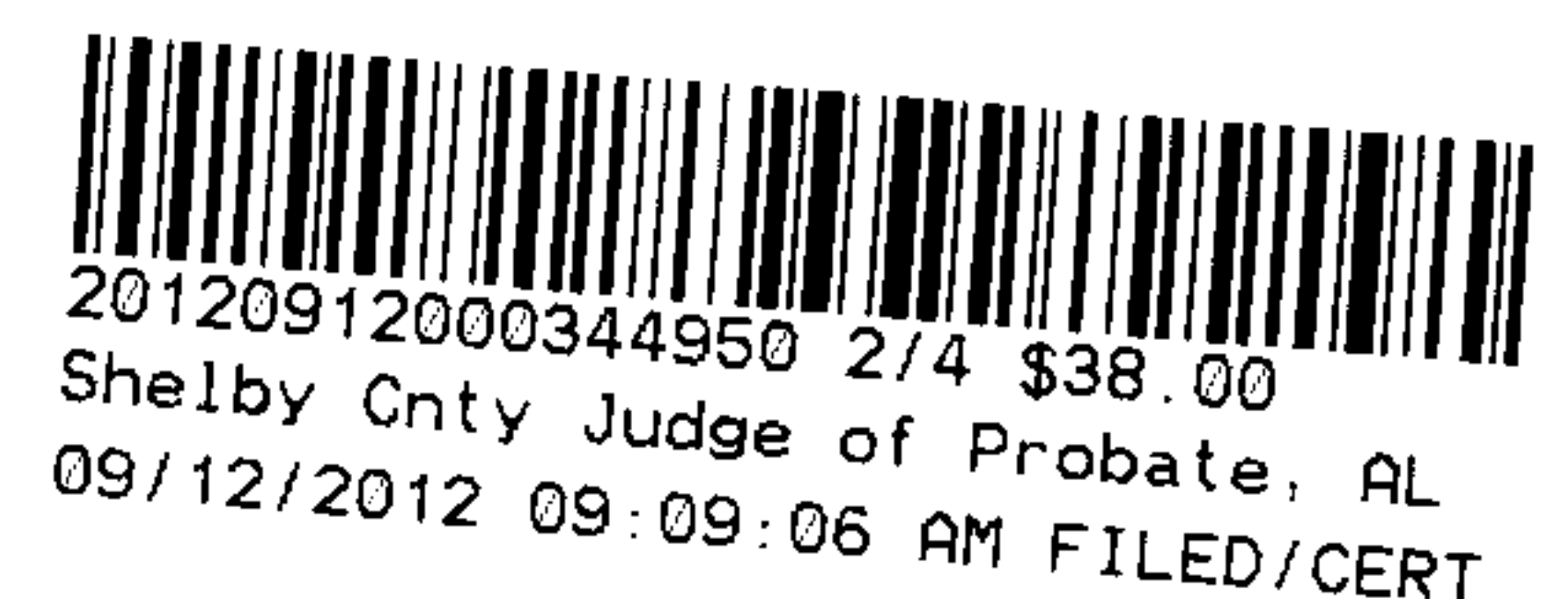
as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Commence at a 1" open pipe at the SW corner of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama; thence N 00 degrees 17' 11" W along the west line of the SW 1/4 of the SW 1/4 of said section 1 for a distance of 1302.68 feet to a 1/2" rebar at the point where a disturbed 1" solid rod enters the ground, said point also being the NW corner of said 1/4-1/4 section; thence S 88 degrees 42' 57" E along the north line of said 1/4-1/4 section a distance of 1055.49 feet to a 2" open pipe located on the westerly right-of-way of Shelby County Hwy. 36, said point also being a point on a curve to the right having a central angle of 5 degrees 10' 46" and a radius of 2043.47 feet, said curve subtended by a chord bearing S 9 degrees 14' 00"E and a chord distance of 184.66 feet; thence along the arc of said curve and along said right-of-way a distance of 184.73 feet to a rebar capped EDG on said right-of-way, said point also being the POINT OF BEGINNING; thence S 83 degrees 21' 22" W and leaving said right-of-way a distance of 274.83 feet to a rebar capped EDG; thence S 8 degrees 42' 31" E for a distance of 358.39 feet to a rebar capped EDG on the northwestern line of Lot 3 of Oaklyn Hills Phase 1 as recorded in Map Book 24 Page 50 A & B in the Office of the Judge of Probate in Shelby County, Alabama; thence N 69 degrees 21' 34" E along the northwestern line of Lots 3 through 1 of Oaklyn Hills Phase 1 and a projection of said line for a distance of 263.00 feet to a rebar capped EDG on westerly right-of-way of Shelby County Hwy. 36, said point also being a point on a curve to the right having a central angle of 1 degree 29' 29" and radius of 984.97 feet, said curve subtended by a chord bearing N 3 degrees 05' 25" W and a chord distance of 25.64 feet thence along the arc of said curve and along said right-of-way a distance of 25.64 feet to a rebar capped EDG; thence N 02 degrees 20' 41" W along said right-of-way a distance of 115.40 feet to a concrete monument on said right-of-way, thence S 87 degrees 39' 19" W along said right-of-way a distance of 9.28 feet to a concrete monument on said right-of-way, said point being a point on a curve to the left having a central angle of 4 degrees 17' 57" and a radius of 2043.47 feet, said curve subtended by a chord bearing N 4 degrees 29' 39" W and a chord distance of 153.29 feet; thence along the arc of said curve and along said right-of-way a distance of 153.33 feet to the POINT OF BEGINNING.

SUBJECT TO:

1. Taxes for the year 2012 and subsequent years.
2. Less and except any part of subject property lying within any road right-of-way.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
4. Right of ways granted to Shelby County, Alabama by instruments recorded in Deed Book 180, Page 544, Deed Book 229, Page 489, Deed Book 229, Page 492, Deed Book 39, Page 469 and Deed Book 329, Page 365.
5. Right of ways granted to Alabama Power Company by instruments recorded in Deed Book 127, Page 336, Deed Book 126, Page 55, Deed Book 165, Page 105, Deed Book 127, Page 440 and Deed Book 131, Page 411.
6. Right of ways granted to Colonial Pipe Line by Instruments recorded in Deed Book 222, Page 638, Deed Book 223, Page 825, Deed Book 112, Page 231 and Deed Book 283, Page 716.
7. Railroad right of way reserved by South and North Alabama Railroad by Deed Book "T", Page 655.
8. Right of way granted to Atlantic Birmingham & Atlantic Railroad by instrument recorded in Deed Book 40, Pages 106 and 108.
9. Railroad right of way referred to in deed recorded in Deed Book 23, Page 100.
10. Reservations of rights of way for South & North Alabama Railroad or L & N Railroad Company by instrument recorded in Deed Book 67, Page 132.
11. Easement from Kimberly-Clark Corporation to Thomas Tillery dated June 3, 1977 and recorded in Deed Book 208, Page 771.
12. Easement from Kimberly-Clark Corporation to Mrs. W.H. Walton dated August 19, 1974 and recorded in Deed Book 311, Page 414.
13. Right of way to South Central Bell recorded in Deed Book 312, Page 440.
14. Memorandum and Affidavit regarding oil and gas lease between Kimberly-Clark Corporation and The Anschutz Corporation Dated February 9, 1982 and recorded in Misc. Book 45, Page 303.
15. Gas Utility Facilities Easement between Kimberly-Clark Corporation and Alabama Gas Corporation dated December 14, 1992 and recorded as Inst. No. 1993-38321.
16. Easement to South Central Bell as recorded in Deed Book 274, Page 859.
17. Memorandum to Oil and Gas Lease to Atlantic Richfield Company as recorded in Deed Book 324, Page 391.
18. Easement to Alabama Power Company as set out by instrument recorded in Deed Book 299, Page 370.

TO HAVE AND TO HOLD, to the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one or more grantees herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

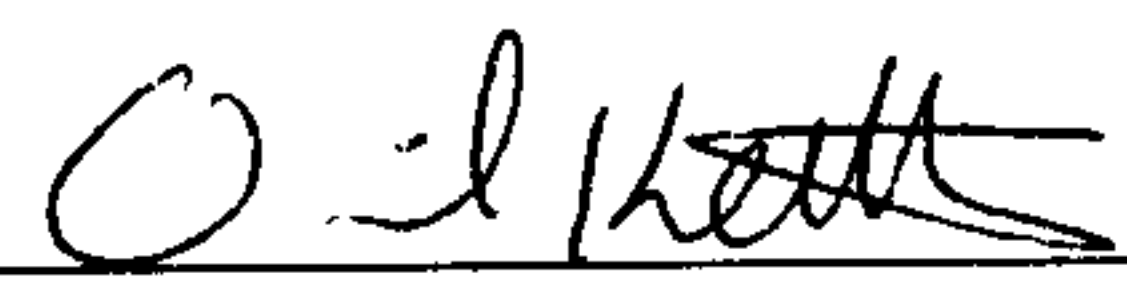


And grantor does, for itself and for it's successors and assigns covenant with the said grantees, their heirs, successors and assigns, that the grantor is lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that the grantor has a good right to sell and convey the same as aforesaid; that the grantor will and its successors and assigns shall warrant and defend the same to the said grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the grantor has hereunto set my hand and seal, this the 6th day of September, 2012.

WITNESS:

Two Mountains, LLC

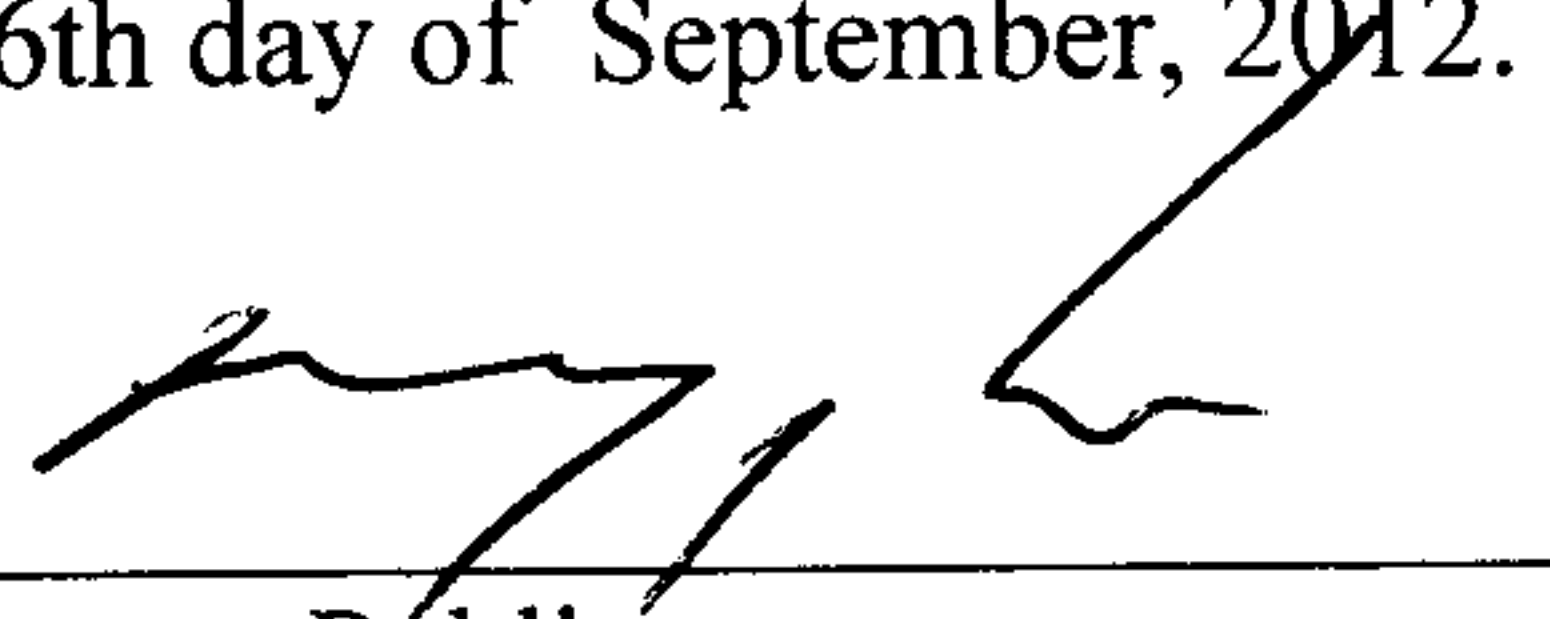


Its Member

STATE OF ALABAMA
SHELBY COUNTY

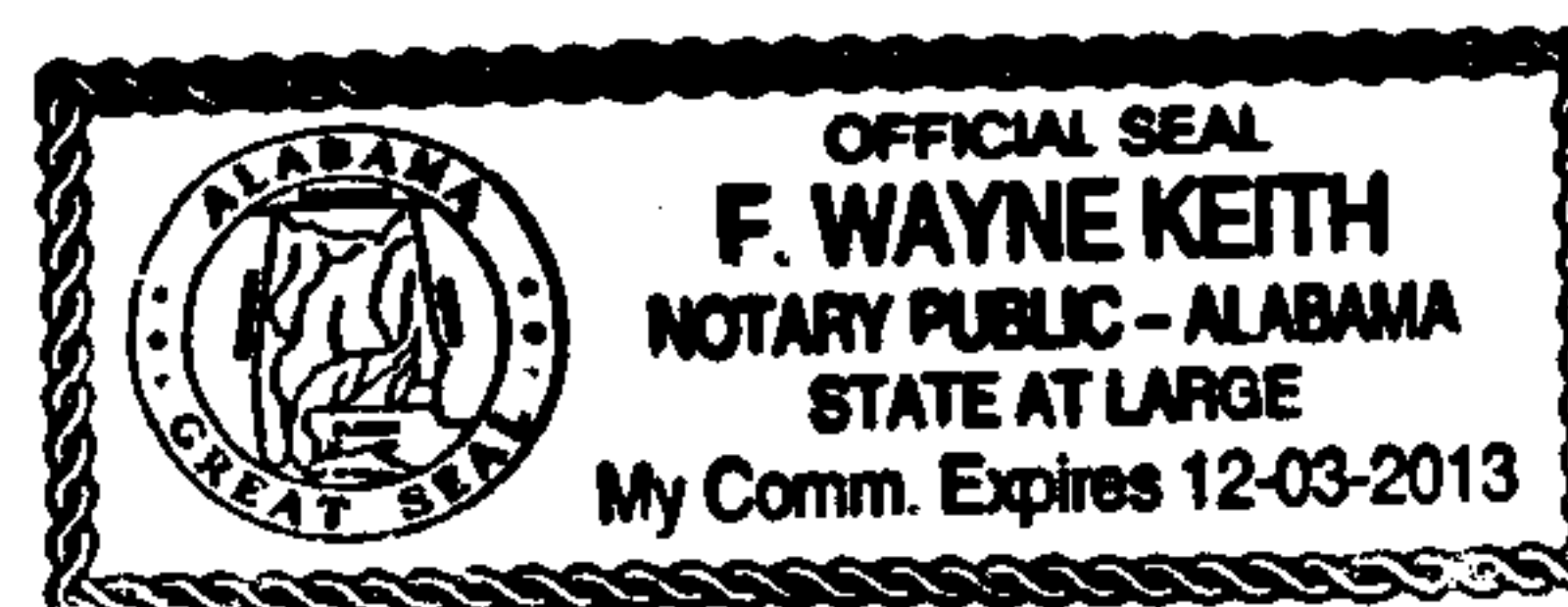
I, the undersigned, a Notary Public in and for said County, in said State hereby certify that David Keith, whose name as Member of Two Mountains, LLC is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he as such Managing Member executed the same voluntarily and as the act of Two Mountains, LLC on the day the same bears date.

Given under my hand and seal this the 6th day of September, 2012.



Notary Public

THIS INSTRUMENT WAS PREPARED BY:
F. Wayne Keith, Attorney
120 Bishop Circle
Pelham, Alabama 35124



SEND TAX NOTICE TO:
Charles Bradberry
358 Kendrick Road
Chelsea, Alabama 35043


20120912000344950 3/4 \$38.00
Shelby Cnty Judge of Probate, AL
09/12/2012 09:09:06 AM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name	Two Mountains LLC	Grantee's Name	Charles Bradberry Gayle Bradberry
Mailing Address	120 Bishop Circle Pelham, AL 35124	Mailing Address	358 Kendrick Drive Chelsea, AL 35043

Property Address:	acreage in Shelby County	Date of Sale:	09-06-12
		Total Purchase Price	\$16,600.00
		or	
		Actual Value \$	
		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

1. Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.
2. Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.
3. Property address - the physical address of the property being conveyed, if available.
4. Date of Sale — the date on which interest to the property was conveyed.
5. 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.
6. 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 assessors current market value.
7. 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 September 6, 2012

Print: Two Mountains LLC by its Member

David Keith

Sign

(verified by) (Grantor)

☐ Unattested

x

Print: Charles Bradberry

Sign

(verified by) (Grantee)

x

Form RT-1



20120912000344950 4/4 \$38.00
Shelby Cnty Judge of Probate, AL
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