

THIS INSTRUMENT PREPARED BY:
LORI A. BROWN-JAMES, ESQUIRE
WILSON, DILLON, PUMROY & JAMES, L.L.C.
P.O. BOX 2333
ANNISTON, ALABAMA 36202

STATE OF ALABAMA

CALHOUN COUNTY

STATUTORY WARRANTY DEED

This is a Statutory Warranty Deed executed and delivered this 22ND day of April, 2013,
by **Street Residential Construction, L.L.C., an Alabama limited liability company**
(hereinafter referred to as "Grantor") to **Martin G. Malizio** (hereinafter referred to as "Grantee")
who has a mailing address of 117 Hicks Drive, Helena AL 35080

KNOW ALL MEN BY THESE PRESENTS:


That for and in consideration of the payment of Ten and No/100 (\$10.00) Dollars by
Grantee to Grantor, the receipt and sufficiency of which consideration is hereby acknowledged
by Grantor does by these presents, grant, bargain, sell and convey unto Grantee certain real estate
situated in Shelby County, Alabama, as described as :

PARCEL ONE: Part of the Northwest ¼ of the Northwest ¼ and part of the Northeast ¼ of the
Northwest ¼ of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama,
described as follows:

Begin at the Northwest corner of the Northeast ¼ of the Northwest ¼ of said Section 26 and
thence run North 89 degrees 16 minutes 34 seconds East along the North line of said 1/4-1/4
Section for 419.47 feet; thence run South 00 degrees 34 minutes 58 seconds East for 99.49 feet;
thence run South 31 degrees 45 minutes 41 seconds West for 374.62 feet; thence run South 10
degrees 45 minutes 34 seconds West for 769.87 feet to a point on the Northeasterly right-of-way
of Shelby County Highway #93; thence run North 49 degrees 02 minutes 47 seconds West along
said road right-of-way for 1,086.35 feet to the point of beginning of the curve to the right, having a
radius of 533.69 feet and a central angle of 53 degrees 59 minutes 00 seconds; thence run
Northerly along said road right of way and said curve for 502.84 feet to a point on the North line
of the Northwest ¼ of the Northwest ¼ of said Section 26; thence run North 89 degrees 30
minutes 10 seconds East along said 1/4-1/4 Section for 922.87 feet to the point of beginning.

Less and Except from the above Parcel One: that part platted and described as Lots 22-A and 23-
A, according to the Resurvey of Lots 21, 22, and 24 Quail Ridge, as recorded in Map Book 39,
Page 149, in the Probate Office of Shelby County, Alabama

Shelby County, AL 04/24/2013
State of Alabama
Deed Tax: \$500.00


20130424000166580 1/4 \$521.00
Shelby Cnty Judge of Probate, AL
04/24/2013 11:22:46 AM FILED/CERT

Parcel Two: A tract of land located in the North-West quarter of the North-East quarter and the North-West quarter of Section 26, Township 20 South, Range 4 West, of the Huntsville Principal Meridian, Shelby County, Alabama, described as follows:

Begin at the Southeast corner of the South-East quarter of the North-West quarter; thence West along the South boundary of said quarter-quarter a distance of 546.27 feet to the center line of a public road conveyed to Shelby County by United States Steel Corporation by document dated June 3, 1966 (Shelby County Road #93); thence along the center line of said road for the following four (4) courses; 1) thence turning an angle of 122 degrees, 58 minutes to the right 123.14 feet to the beginning of an arc of a curve, said curve turning to the left, having a radius of 573.69 feet and being subtended by a central angle of 81 degrees, 32 minutes, 30 seconds; 2) thence along the arc of said curve 816.46 feet; 3) thence along a straight line tangent to said curve 2,010.81 feet to the point of beginning of an arc of a curve tangent to said straight line, said curve turning to the right, having a radius of 573.69 feet, being subtended by a central angle of 53 degrees, 39 minutes, 38 seconds, having a chord length of 517.87 feet; 4) thence along the arc of said curve 537.29 feet to the North boundary of Section 26, said point being 382.51 feet East of the Northwest corner of Section 26; thence East along the North boundary of Section 26 to the Northeast corner of the North-West Quarter of the North-East quarter; thence South 00 degrees 04 minutes 06 seconds East along the East boundary of the North-West quarter of the North-East quarter 985.20 feet; thence South 89 degrees 29 minutes 05 seconds West 630.23 feet; thence South 00 degrees 01 minutes 41 seconds East 347.26 feet to the South boundary of the North-West quarter of the North-East quarter; thence West along the South boundary of the North-West quarter of the North-East quarter to the Southeast corner of the North-East quarter of the North-West quarter; thence South along the East boundary of the South-East quarter of the North-West quarter to the Southeast corner of the said quarter-quarter, said point also being the point of beginning.

Less and Except from the above PARcel Two: part platted and described as Lots 22-A and 23-A, according to the Resurvey of Lots 21, 22, and 23 Quail Ridge, as recorded in Map Book 39, Page 149, in the Probate Office of Shelby County, Alabama

The conveyance of this real estate is made subject to those matters or exceptions set forth below:

Subject to mineral and mining rights not owned by Grantor, present zoning classification, the declaration of protective covenants for this subdivision, easements, right-of-ways, set back lines, ad valorem taxes for the current tax year or other matters of public record; and anything which would be disclosed by an accurate survey or inspection of the property.

Grantee acknowledges and agrees that (a) Grantee has been given the absolute and unfettered right prior to executing this Agreement to conduct all inspections, tests, evaluations and investigation of the Property as Grantee, in Grantee's sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property, including, without limitations, the zoning of the Property and utility availability of the Property, (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property, including, without limitation the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property, (c) Grantor has not made and does not make any covenants, representations or warranties either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, or adjacent to

the lot and (d) the Property is sold and Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil surface and subsurface condition known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits) under or upon the Property or any other personal or real property surrounding, adjacent to or in close proximity with the Property which may be owned by the Grantor.

Acknowledged by Grantee:

Monte S. Mafie

To Have and To Hold to the said Grantee, his heirs and assigns, forever.

Grantor hereby covenants and agrees with Grantee, his heirs and assigns, that Grantor, its successors and assigns, will warrant and defend the above-described real estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

In Witness Whereof, Grantor, by its duly authorized Manager, has caused this Statutory Warranty Deed to be executed the date first above written.

20130424000166580 3/4 \$521.00
Shelby Cnty Judge of Probate, AL
04/24/2013 11:22:46 AM FILED/CERT

Street Residential Construction, L.L.C., an
Alabama limited liability company

BY:

John H. Street, Jr., Manager

STATE OF ALABAMA
COUNTY OF CALHOUN

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **John H. Street, Jr.**, as Manager of **Street Residential Construction, L.L.C.**, 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company, acting in his capacity as Manager as aforesaid.

Given under my hand and official seal, this 22nd day of April, 2013.

LORI A. BROWN-JAMES
Notary Public
ALABAMA STATE AT LARGE
Commission Expires September 17, 2013

Notary Public

My Commission expires: _____

Real Estate Sales Validation Form

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

Grantor's Name STREET RESIDENTIAL
Mailing Address CONSTRUCTION, LLC
5800 Feldspar
Hoover, AL 35244

Grantee's Name MARTIN G. MALIZIO
Mailing Address 117 Hicks Drive
Helena AL
35080

Property Address 105 +/- ACRES ON HWY 93
HELENA, ALABAMA

Date of Sale 04/22/2013
Total Purchase Price \$ 500,000.00



20130424000166580 4/4 \$521.00
Shelby Cnty Judge of Probate, AL
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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
☒ 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 4/22/13

Print John H. Street, Jr.

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1