



20130523000211940 1/4 \$256.00  
Shelby Cnty Judge of Probate, AL  
05/23/2013 11:45:34 AM FILED/CERT

**This Instrument Prepared By:**  
C. Ryan Sparks, Attorney  
2635 Valleydale Road, Suite 200  
Birmingham, Alabama 35244  
DIRECT: 205-215-8433

**Send Tax Notice To Grantees Address:**

The Joshua One Nine Group, LLC,  
100 Little Valley Ct  
Hoover AL 35244

**WARRANTY DEED**

**STATE OF ALABAMA**  
**COUNTY OF SHELBY**

**KNOW ALL MEN BY THESE PRESENTS,**

That for and in consideration of **TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 (\$235,000.00) DOLLARS**, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR Michelle Lagle, as Managing-Member of SUNSHINE, LLC, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the GRANTEE, THE JOSHUA ONE NINE GROUP, LLC, (herein referred to as "Grantee"), Grantee's heirs and assigns, all of the Grantor's interest in the following-described Real Estate situated in, SHELBY COUNTY, ALABAMA, to wit:

Lot 5-B, according to Wayne's Resurvey, as recorded in Map Book 13, Page 149, in the Probate Office of Shelby County, Alabama;  
(being a resurvey of Lot 5, according to 2nd Amendment, Commercial Subdivision, Riverchase East, First Sector, Revision No. 3, as recorded in Map Book 6, Page 139, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.)

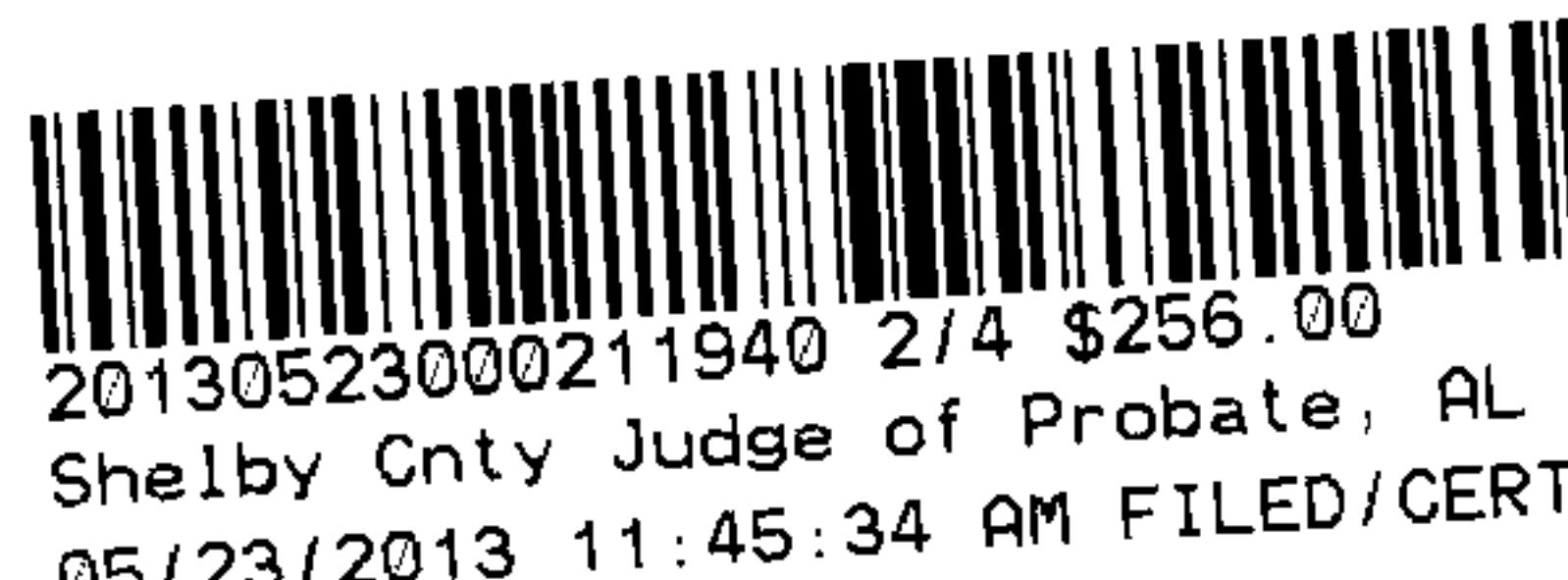
Subject to:

1. General and special taxes or assessments for the year 2013 and subsequent years not yet due and payable.
2. Municipal improvements, taxes, assessments, and fire district dues against subject property, if any.
3. Mineral and mining rights not owned by Grantor.
4. Any applicable zoning ordinances.
5. Easements, encroachments, building set back lines, rights-of-ways as shown of record by recorded plat or other recorded instrument, including any amendments thereto.
6. All matters, facts, easements, restrictions, assessments, covenants, agreements and all other terms and provisions in Map Book 13, Page 149.
7. Public utility easements as shown by recorded plat, including a 20 foot easement thru the North 1/2 and a 10 foot easement on the North and East sides.
8. Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 139, Page 157, and Deed Book 312, Page 602 in Probate Office.
9. Easement to Alabama Power Company and South Central Bell as shown by instrument recorded in Deed Book 304, Page 25, in Probate Office.

10. Declaration of Protective Covenants, Agreements, easements, charges and liens for Riverchase (Business, recorded in Misc. Book 13, Page 50, as amended by Misc. Book 15, Page 189 and Misc. Book 19, Page 633 in Probate Office.
11. Agreement with Alabama Power Company as recorded in Misc. Book 15, Page 401 in Probate Office.
12. Subject to Resolution No. 4187-08 filed for record in Instrument 20081023000414470 in the Office of the Judge of Probate of Shelby County, Alabama.
13. Said property conveyed by this instrument is hereby subjected to that certain Land Use Agreement dated April 16, 1977, between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Miscellaneous Book 19, beginning at P Said property conveyed by this instrument is hereby restricted to use as an office, retail, restaurant or commercial development with a density not to exceed 10,000 square feet per acre, unless a change in use is authorized pursuant to the Riverchase Business Covenants, as described in Paragraph 5 above, said restriction to be effective for the same period of time as the Riverchase Business Covenants.
14. Said property conveyed by this instrument is hereby subjected to that certain Land Use Agreement dated April 16, 1977, between The Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Miscellaneous Book 19, beginning at Page 690, in the Office of the Judge of Probate of Shelby County, Alabama.

**TO HAVE AND TO HOLD**, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, Grantee's heirs and assigns forever.

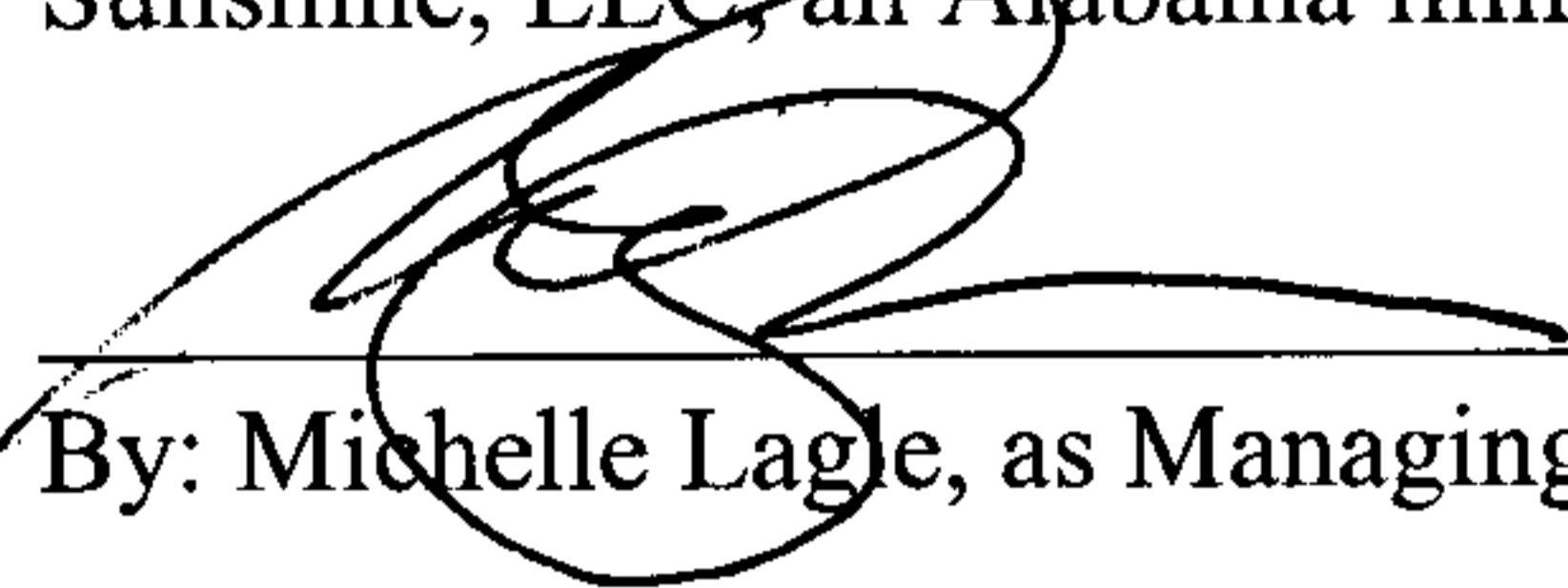
**AND SAID GRANTOR**, for said GRANTOR, GRANTOR's heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all liens and encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any restrictions pertaining to the Real Estate of record in the Probate Office of **SHELBY COUNTY**; and that GRANTOR will, and GRANTOR's heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.



**IN WITNESS WHEREOF**, the said Grantor has hereunto set Grantor's hands and seals on this day of May 17, 2013.

**GRANTOR:**

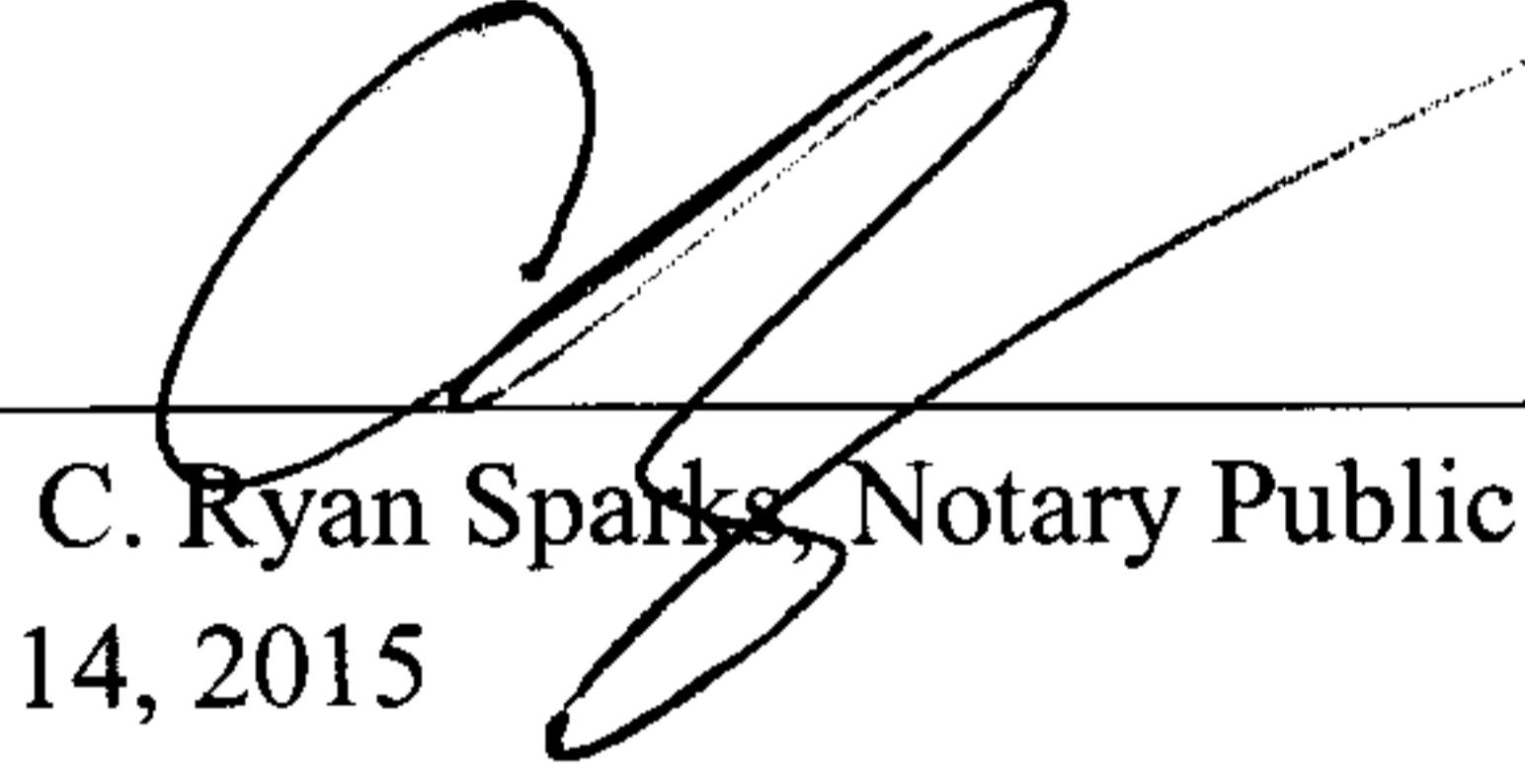
Sunshine, LLC, an Alabama limited liability company

  
By: Michelle Lagle, as Managing-Member

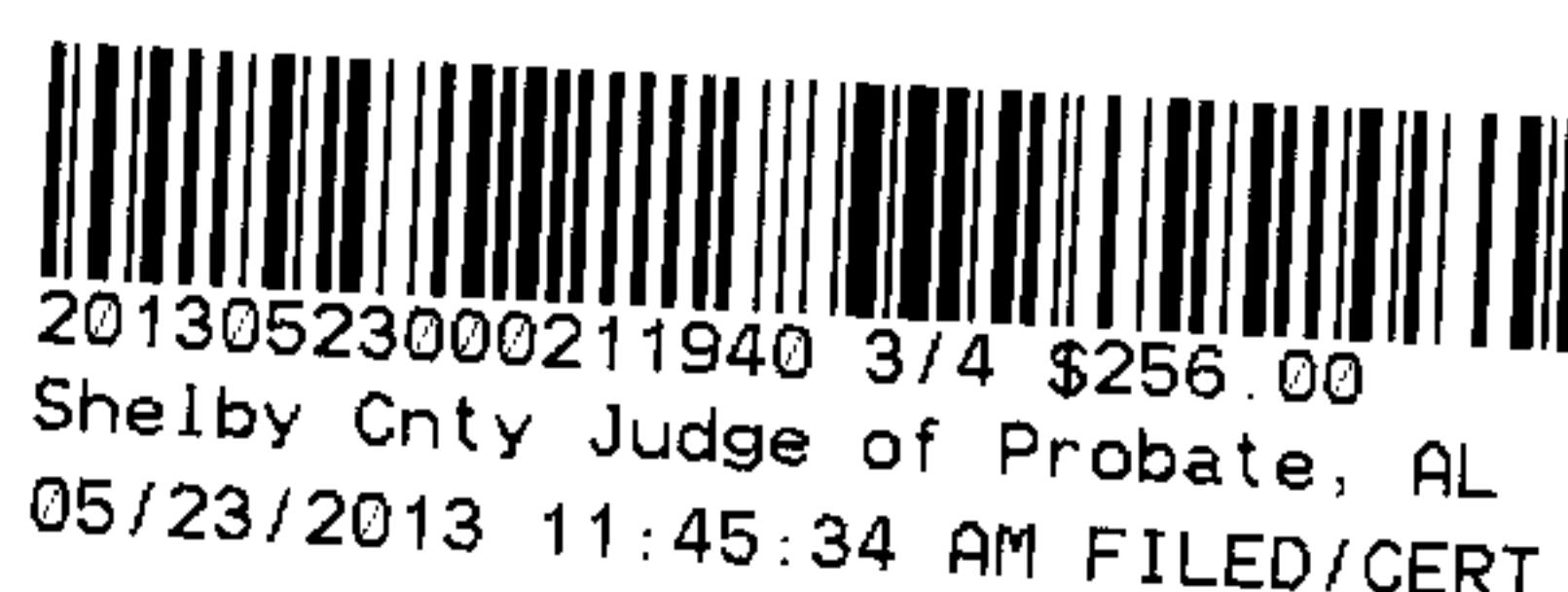
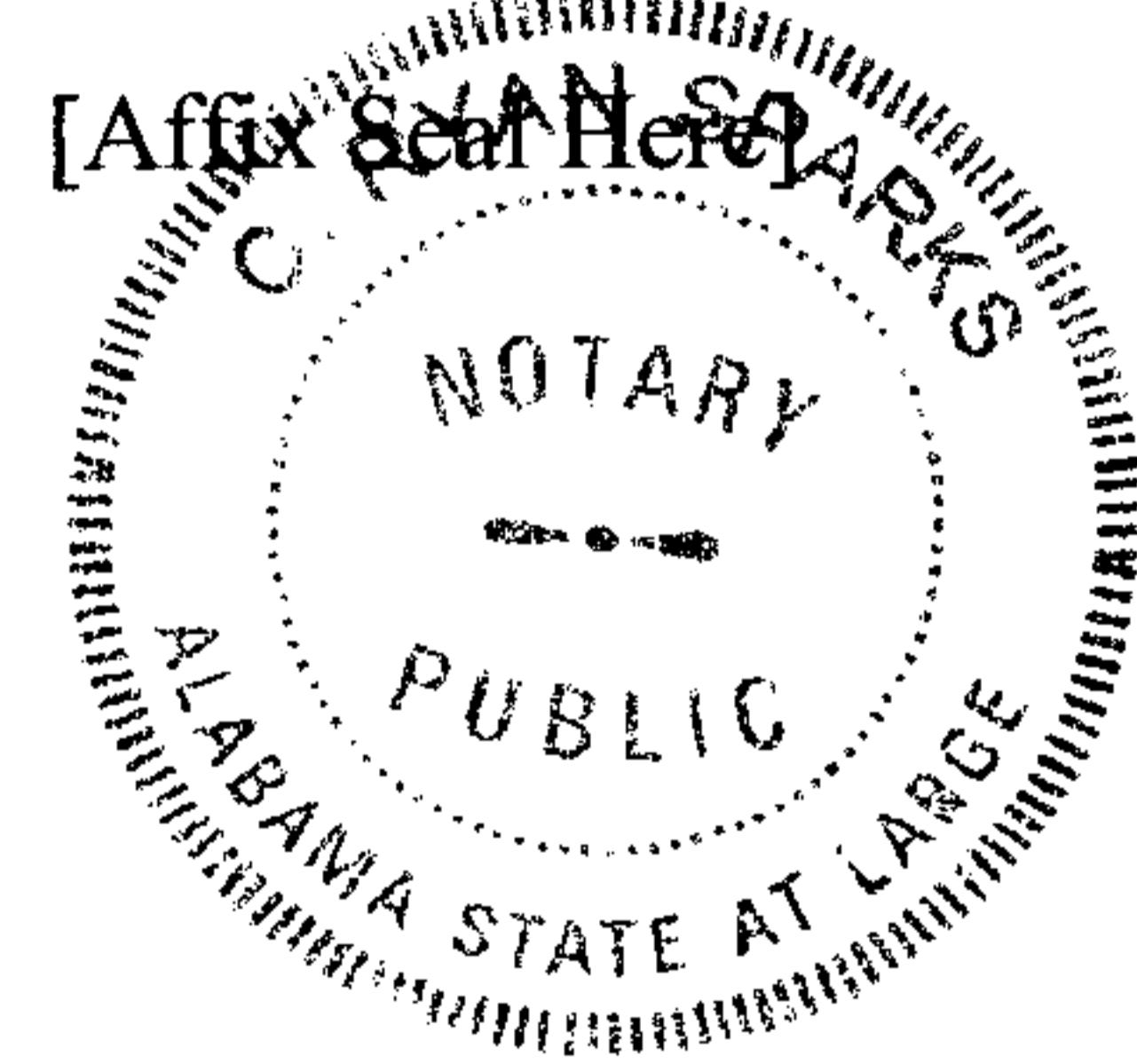
**STATE OF ALABAMA  
COUNTY OF SHELBY**

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **Michelle Lagle**, whose name as Managing-Member of **Sunshine, LLC** is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, she, as such Managing - Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set Grantor's hands and seals on this day of May 17, 2013.

  
C. Ryan Sparks, Notary Public

My Commission Expires: December 14, 2015



## Real Estate Sales Validation Form

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

Grantor's Name  
Mailing Address

Sunshine, LLC  
468 Meadow Ln Cir  
Colera AL 35040

Grantee's Name THE JOSHUA ONE NINE GROUP, LLC  
Mailing Address 100 Little Valley Ct.  
Hoover, AL 35244

Property Address

110 Little Valley Court  
Hoover AL 35242

Date of Sale 5/17/13  
Total Purchase Price \$ 235,000  
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.

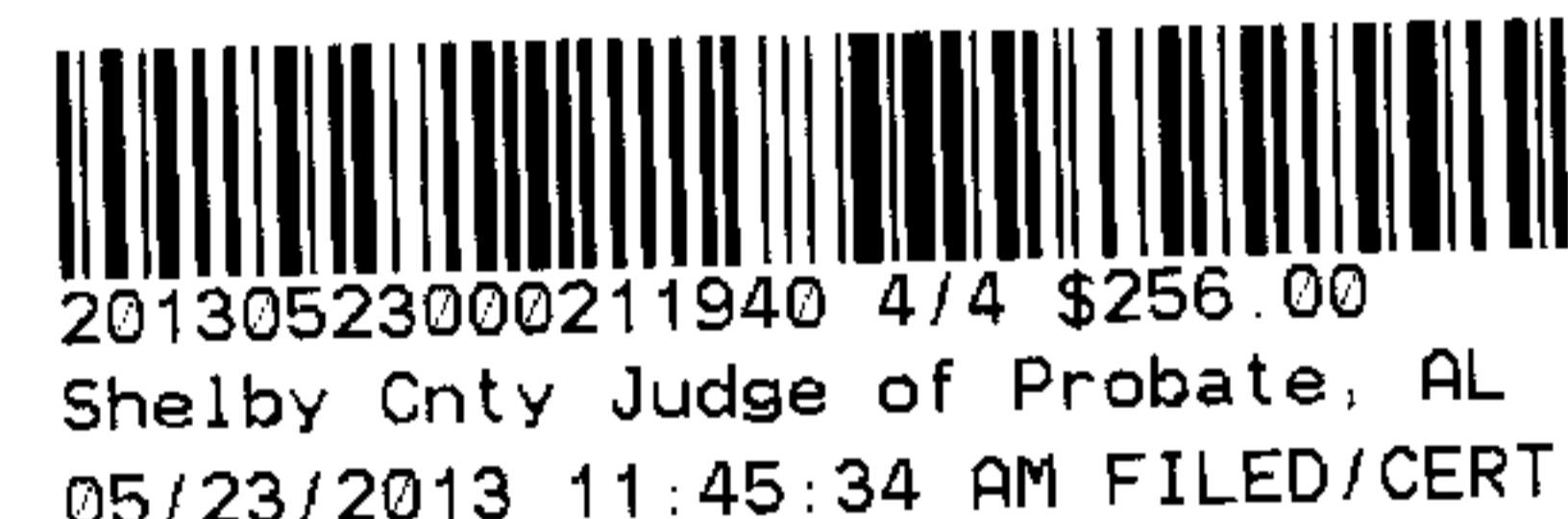
### Instructions

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

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 \_\_\_\_\_

Print C Ryan Sparks

Unattested \_\_\_\_\_

(verified by)

Sign CJS

(Grantor/Grantee/Owner/Agent) circle one