

20140403000095470 1/5 \$121.00  
Shelby Cnty Judge of Probate, AL  
04/03/2014 11:28:36 AM FILED/CERT

This Instrument Was Prepared By:

Thomas G. Amason III  
Balch & Bingham LLP  
P.O. Box 306  
Birmingham, AL 35201

Send Tax Notice To:

Break The Cycle, Inc.  
6310 181st Place SW  
Lynnwood, WA 98037

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                 )

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and No/100 Dollars (\$10.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt whereof is acknowledged, **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, **successor in interest to Colonial Bank by acquisition of assets from the FDIC as receiver for Colonial Bank, N.A.** (herein referred to as "Grantor"), grants, bargains, sells and conveys, subject to the matters set forth below, unto **BREAK THE CYCLE, INC.**, a Texas corporation (herein collectively referred to as "Grantee"), the real estate situated in Shelby County, Alabama described on **Exhibit "A"** hereto, together with all appurtenances thereto, if any (the "Property").

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

The Property is conveyed to the Grantee subject to the following:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levels taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings whether or not shown by the records of such agency or by the Public Records.
2. Mineral, mining, oil and gas and related rights and privileges not owned by the Grantor, if any.
3. Encroachments, overlaps, boundary line disputes and other matters that would be revealed by an accurate survey or inspection of the Property.
4. Riparian and littoral rights of third parties, if any, and any right, title or interest of the State of Alabama with respect to any stream on the Property, if any.
5. Rights of third parties, including the public at large, with respect to any portion of the Property located in a public right of way, if any.



6. Easements, covenants, reservations, conditions and restrictions of record.
7. Utility easements and facilities serving the Property, whether of record or not.
8. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
9. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
10. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
11. Taxes and assessments for the year 2014 and subsequent years and not yet due and payable.
12. Easements, encumbrances, restrictive covenants and all other matters of record shown in the Probate Office of Shelby County, Alabama.
13. Transmission line permit to Alabama Power Company as recorded in Deed Book 138, Page 84; Deed Book 192, Page 496; Deed Book 60, Page 66; Deed Book 57, Page 379; Deed Book 48, Page 617 and Deed Book 113, Page 320, in the Probate Office of Shelby County, Alabama.
14. Easement to American Telephone and Telegraph Company as recorded in Deed Book 109, Page 191, in the Probate Office of Shelby County, Alabama.
15. Permit to Alabama Power Company as recorded in Deed Book 133, Page 82, in the Probate Office of Shelby County, Alabama.
16. Title to All minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Real 76, Page 635, in the Probate Office of Shelby County, Alabama.
17. 15 foot easement along the North side for ingress and egress as set out in Real 88, Page 200, in the Probate Office of Shelby County, Alabama.
18. Municipal assessments, if any, due local authority.
19. Fire dues, if any, due local authority.
20. Library dues, if any, due local authority.

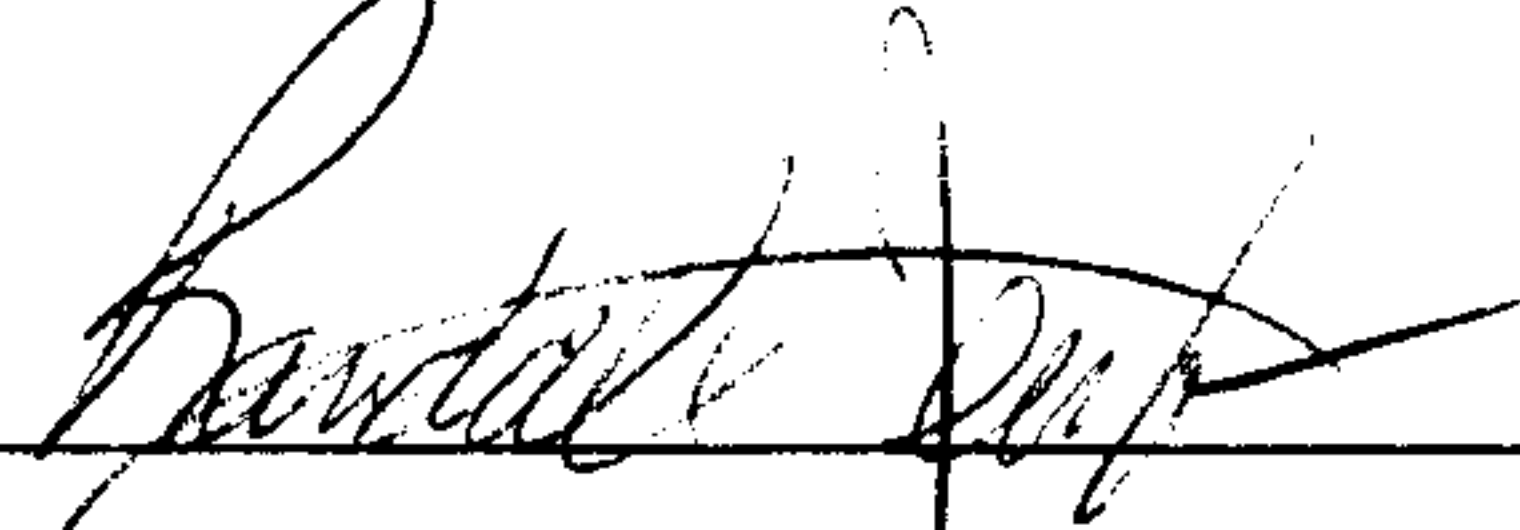
*[Signature appears on following page.]*





IN WITNESS WHEREOF, Grantor has hereunto caused this conveyance to be executed effective as of March 20, 2014.


**BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, **successor in interest to Colonial Bank by acquisition of assets from the FDIC as receiver for Colonial Bank**

By:   
Its: Vice President

STATE OF ALABAMA     )  
                    Jefferson  
COUNTY OF ~~TEXAS~~     )

I, Leisa DeSimone, a Notary Public in and for said County in said State, hereby certify that Randall Jenkins, whose name as Vice President of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, **successor in interest to Colonial Bank by acquisition of assets from the FDIC as receiver for Colonial Bank, N.A.**, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

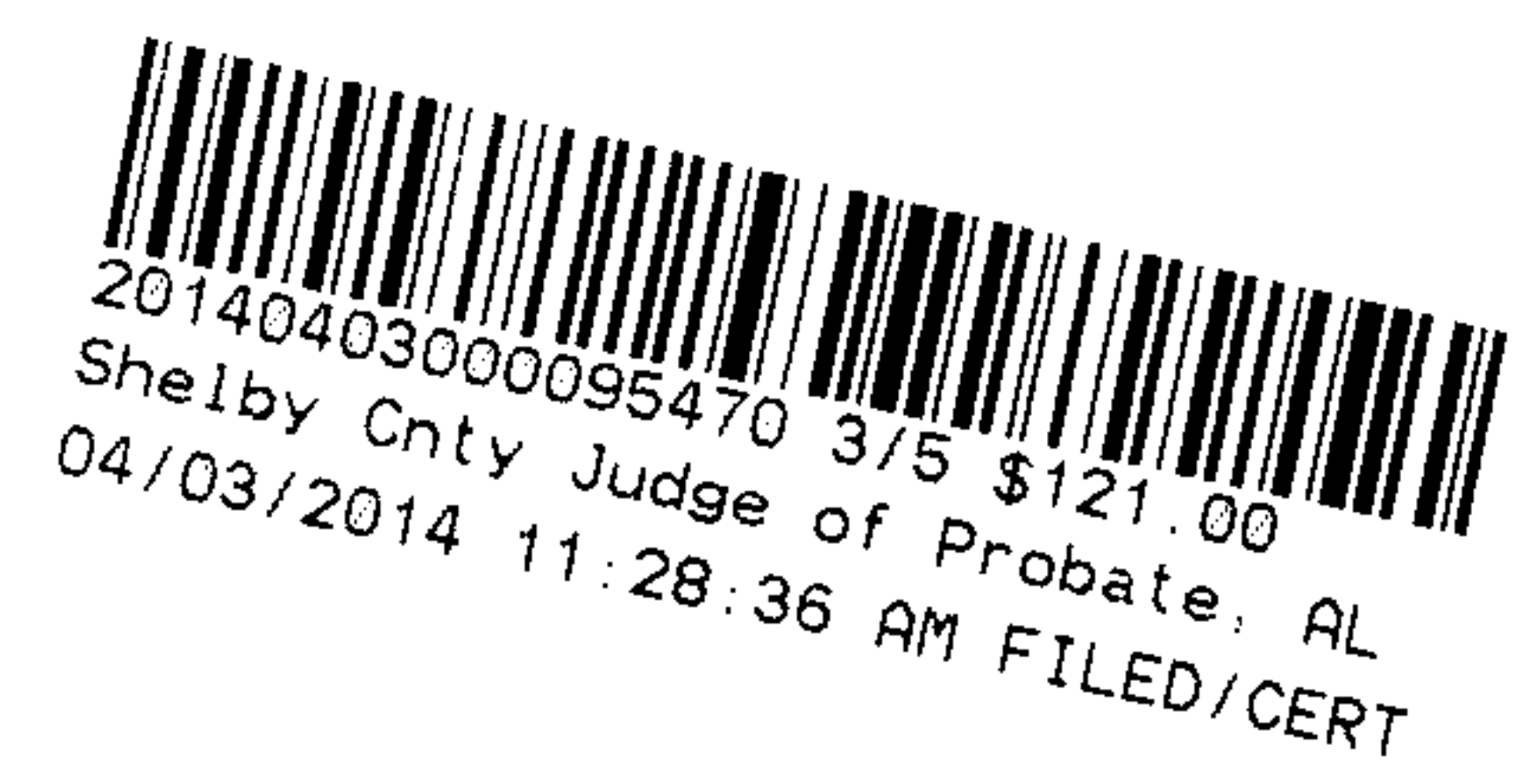
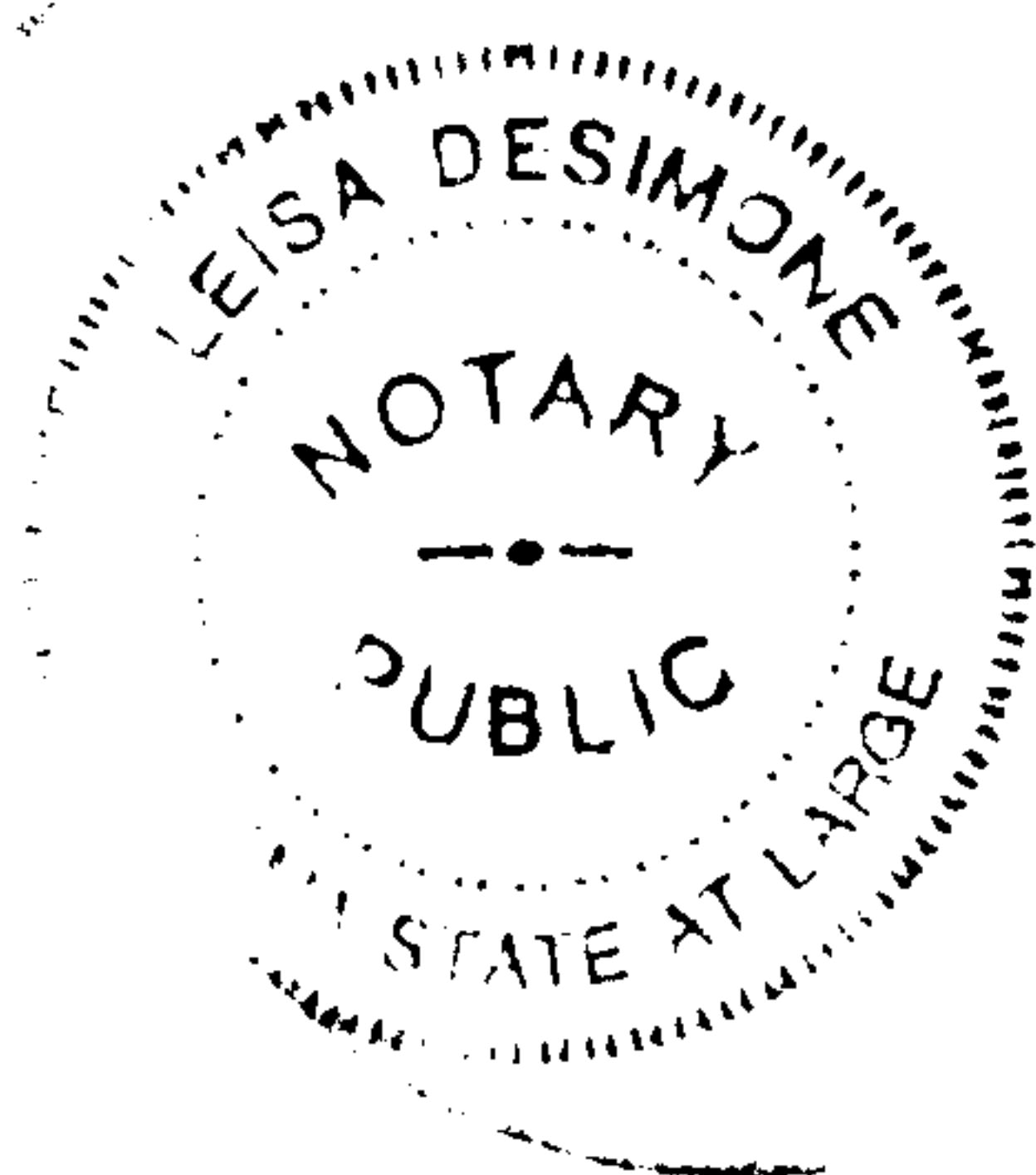
Given under my hand this 20 day of March, 2014.

  
Notary Public

My Commission Expires 08/24/2016

[Notarial Seal]

My Commission expires: \_\_\_\_\_



## **EXHIBIT A TO DEED**

### **Description of Property**

#### **Parcel One:**

Lots 13, 14, 15 and 16, Block 4, according to the Map of Nickerson Scott Survey, being a subdivision of a part of the East ½ of the SE ¼ of Section 35, and part of the NW ¼ of the SW ¼ of Section 36, all in Township 20 South, Range 3 West, Shelby County, Alabama, as recorded in Map Book 3, Page 34 in the Probate Office of Shelby County, Alabama. LESS AND EXCEPT the North 20 feet of the above described property as shown by instrument recorded in Real 76, Page 635 in the Probate Office of Shelby County, Alabama.

#### **Parcel Two:**

Lot 12, Block 4, according to the Map of Nickerson Scott Survey, being a subdivision of a part of the East ½ of the SE ¼ of Section 35, and part of the NW ¼ of the SW ¼ of Section 36, all in Township 20 South, Range 3 West, Shelby County, Alabama, as recorded in Map Book 3, Page 34 in the Probate Office of Shelby County, Alabama.



# Real Estate Sales Validation Form

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

Grantor's Name Branch Banking and Trust Co.

Grantee's Name Break The Cycle, Inc.

Mailing Address Attn: Leisa DeSimone

Mailing Address 6310 181<sup>st</sup> Place SW

2501 20<sup>th</sup> Place South

Lynnwood, WA 98037

Birmingham, AL 35223

Property Address 606 2<sup>nd</sup> Street NE

Date of Sale March 21, 2014

Alabaster, AL 35007

Total Purchase Price \$94,600.00

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

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 Code of Alabama 1975 § 40-22-1 (h).

Date 4-1-14

Print Stanley E. Weir

☒ Unattested

Sign                                     

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

