

This Instrument Prepared By:

F. Wade Steed, Esq.
Dempsey, Steed, Stewart, Ritchey & Gache, LLP
1910 28th Avenue South
Homewood, Alabama 35209

Send Tax Notice To:

J. S. Lewis Properties, LLC
4904 Old Hickory Circle
Birmingham, Alabama 35244

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Million Four Hundred Forty-Four Thousand and 00/100 Dollars (\$1,444,000.00) and other good and valuable consideration to the undersigned, **ANTHONY'S REAL ESTATE, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **J. S. LEWIS PROPERTIES, LLC**, an Alabama limited liability company (the "Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents grant, bargain, sell and convey unto the said Grantee all of its right, title, and interest in and to the following described real estate situated in SHELBY County, Alabama, to-wit:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the NE corner of the South 1/2 of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West; thence North 82 deg. 58 min. 11 sec. West a distance of 1083.08 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 193.87 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence South 32 deg. 31 min. 16 sec. West along said right of way line a distance of 190.00 feet to a point on the Northerly right of way line of Canyon Park Drive; thence South 57 deg. 28 min. 44 sec. East along said right of way line a distance of 175.00 feet; thence North 32 deg. 31 min. 16 sec. East a distance of 273.44 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Said parcel also being described as Lot 11 of the proposed Canyon Park Subdivision.

SUBJECT TO:

1. Ad Valorem, general and/or special taxes and/or assessments for 2014 and subsequent years, a lien but not yet due and payable.
2. Any and all mineral and mining rights not owned by the Grantor.
3. All restrictions, agreements, rights of way, easements, covenants, and encumbrances of record.
4. Grantor's conveyance of said property is "AS IS," "WHERE IS," and "WITH ALL FAULTS."
5. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 108, page 377, and Deed Book 127, page 597 in Probate Office.
6. Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 102, page 17, and Deed Book 76, page 259 in Probate Office.
7. Encroachment of road onto the land as shown on the surveys of Robert C. Farmer, dated February 3, 1994, and May 12, 1999.

NOTE:

- \$1,444,000.00 of the purchase price, the entire above consideration, was provided in the form of a loan and secured by a certain Purchase Money Mortgage, recorded of record with the Judge of Probate of Shelby County, Alabama, simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, in fee simple forever, and to the successors and assigns of such forever, together with every contingent remainder and right of reversion.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereto set its hand and seal on this the 2nd day of July, 2014.

ANTHONY'S REAL ESTATE, LLC

By: 
ANTHONY S. SERIO
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony S. Serio, whose name as Manager of Anthony's Real Estate, LLC, 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 said officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 2nd day of July, 2014.

[NOTARIAL SEAL]


Sheryl M. Childers
Notary Public for the State of Alabama
My commission expires: April 1, 2018

By: 
LAWRENCE L. SERIO
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lawrence L. Serio, whose name as Manager of Anthony's Real Estate, LLC, 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 said officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 2nd day of July, 2014.

[NOTARIAL SEAL]


Sheryl M. Childers
Notary Public for the State of Alabama
My commission expires: April 1, 2018

Real Estate Sales Validation Form

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

Grantor's Name Anthony's Real Estate, LLC
Mailing Address 3037 Highway 150
Hoover, Alabama 35244

Grantee's Name J.S. Lewis Properties, LLC
Mailing Address 4904 Old Hickory Circle
Birmingham, Alabama 35244

Property Address 2941 Pelham Parkway
Pelham, Alabama 35124

Date of Sale July 2, 2014
Total Purchase Price \$1,444,000.00
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
☒ 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.

* Total Purchase Price was provided in the form of a loan secured by a Purchase Money Mortgage filed simultaneously herewith.

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 7/2/14

Print Anthony's Real Estate, LLC

☒ Unattested

(verified by)

Sign

[Signature]
(Grantor/Grantee/Owner Agent) circle one

Form RT-1

20140703000203140 3/3 \$21.00
Shelby Cnty Judge of Probate, AL
07/03/2014 03:48:47 PM FILED/CERT