

This Instrument was Prepared By:
Mary F. Roensch
P. O. Box 247
Alabaster, Alabama 35007

MAIL TAX NOTICE TO:

WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Five Hundred and no/100 Dollars (\$500.00) to the undersigned GRANTOR, **FLC LAND, LTD.**, (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the said GRANTOR by its Managing General Partner, Farris Management Co., Inc., does by these presents, grant, bargain, sell and convey unto

TERRY L. and DEANNA L. BESS
JOINTLY WITH RIGHT OF SURVIVORSHIP

(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

METES AND BOUNDS: BEG @ INTERS OF SE COR OF LOT1& W S/W OF NAVAJO PINES DR CONT SLY ALG R/W TO N R/W OF HWY 44 TH W ALG R/W 60'(S) N 100'(S) E 80'(S) TO POB, Shelby County, Alabama

Parcel Number 13 8 34 3 002 003.001

SUBJECT TO:
Mining and mineral rights if not owned by GRANTOR.

This deed is executed pursuant to those certain contract between Farris Management Co., Inc. as Managing General Partner of FLC LAND, LTD and Terry L and Deanna L Bess dated July 23, 2014.

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns forever.

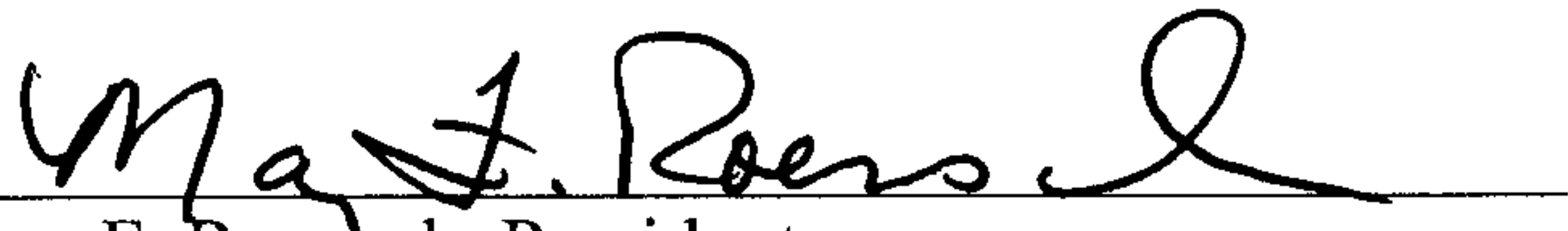
And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that it has a good right to sell and convey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

IN WITNESS WHEREOF, the said GRANTOR by its Managing General Partner, Farris Management Co., Inc., Mary F. Roensch, President, who is authorized to execute this conveyance for FLC LAND, LTD., hereto set its signature and seal, this 23rd day of July, 2014.


20140806000244600 1/5 \$41.00
Shelby Cnty Judge of Probate, AL
08/06/2014 02:19:42 PM FILED/CERT

FLC LAND, LTD., an Alabama Partnership,
by Farris Management Co., Inc.,
as Managing General Partner

Shelby County, AL 08/06/2014
State of Alabama
Deed Tax: \$15.00

BY: 
Mary F. Roensch, President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that FLC LAND, LTD., an Alabama Partnership, by its managing General Partner, Farris Management Co., Inc., Mary F. Roensch, President, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, Mary F. Roensch, as President of Farris Management Co., Inc., Managing General Partner of FLC LAND, LTD., with full authority, executed the same voluntarily for and as the act of said Corporation as General Manager for said Partnership, on the day the same bears date.

Given under my hand and official seal this 23 day of July, 2014.

Shirley Dianne Mathews

Notary Public

My commission expires 8-29-15

20140806000244600 2/5 \$41.00
Shelby Cnty Judge of Probate, AL
08/06/2014 02:19:42 PM 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 FLC LAND, LTD
Mailing Address PO Box 247
ALABASTER, AL 35007

Grantee's Name Terry L. & Deanna L. Bess
Mailing Address 2001 1st Ave. West
MAYLENE, AL 35114

Property Address Parcel No.
13 8 34 3 002 003,001

Date of Sale JULY 23, 2014
Total Purchase Price \$ 500



20140806000244600 3/5 \$41.00
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or
Actual Value \$ _____

or
Assessor's Market Value \$ 15,000

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 Property Tax office

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 7-23-14

Print MARY F. Roensch

☒ Unattested [Signature]
(verified by)
8/6/14

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

Form RT-1

SALES CONTRACT

DATE: 7-23-14

FARRIS MANAGEMENT CO., INC. Managing General Partner for **FLC Land LTD**, (hereinafter SELLER), hereby agrees to sell and Terry L & Deanna L Bess (hereinafter called PURCHASER(S) hereby agree to purchase the following described lot(s) and appurtenances thereto (Property) situated in the City of ALABASTER, Shelby County, Alabama on the terms stated below:

LEGALLY DESCRIBED AS:

METES AND BOUNDS: BEG @ INTERS OF SE COR OF LOT1& W S/W OF NAVAJO PINES DR CONT SLY ALG R/W TO N R/W OF HWY 44 TH W ALG R/W 60'(S) N 100'(S) E 80'(S) TO POB, Shelby County, Alabama

Parcel Number 13 8 34 3 002 003.001

1A. **THE PURCHASE PRICE** shall be \$500 payable as follows: CASH

EARNEST MONEY, (see below)	\$	0
CASH on closing this sale.....	\$	\$500

1B. **CONTINGENCIES RELATING TO PURCHASE:** None

2. **AGENCY DISCLOSURE:** None. Signer for FLC Land, LTD is a licensed real estate professional.

3. **CONDITION OF PROPERTY:** Neither Seller nor any Agent makes any representations or warranties regarding the condition of the Property . Sold AS IS.

4. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by general warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing.

5. **SURVEY:** None.

6. **PRORATION'S:** Ad Valorem taxes are to be prorated between Seller and Purchaser as of the date of closing, when the amount of the taxes are known.

7. **IMPROVEMENTS:** None

8. **CLOSING AND POSSESSION DATES:** The sale shall be closed and the deed delivered on or before ten (10) days from the date of this contract and completion of contingencies.

9. **SELLER WARRANTIES** that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. SELLER warrant that there will be no unpaid indebtedness on the. Seller warrants he is the fee owner of the Property or is authorized to execute this document for the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

10. **ENTIRE AGREEMENT:** This contract constitutes entire agreement between Purchaser(s) and Seller regarding the Property and



supersedes all prior discussion, negotiations and agreements between Purchaser(s) and Seller, whether oral or written which are hereby merged into this contract. Neither Purchaser(s), Seller, nor Broker nor any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

11. **JOINT AND SEVERAL** - Each and every item of this contract contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event any one (1) or more of said items shall, for any reason, be held to be invalid or unenforceable, all remaining items shall nevertheless remain in full force and effect.

12. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and vice versa.

13. **ADDITIONAL PROVISION:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this contract.

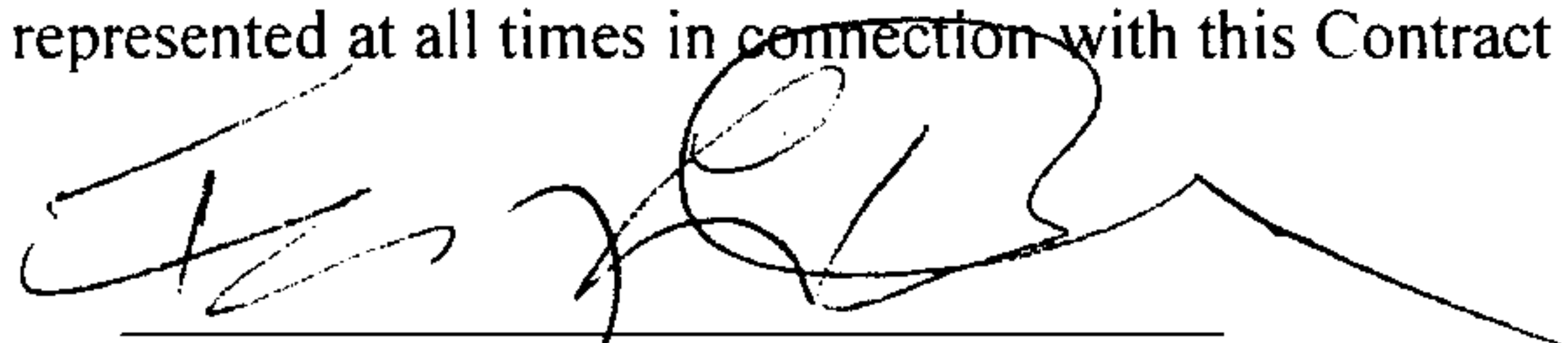
14. **CHOICE OF LAWS** – Any and all legal actions commenced to enforce or defend any provision of this contract shall be subject to the laws of Alabama and the jurisdiction and venue of the courts of Shelby County, Alabama.

15. **ATTORNEY FEES AND COSTS** – In the event of any legal action to enforce or defend any provision of this contract, Seller's costs of defense and prosecution shall be recoverable damages from, and the responsibility of the purchaser(s).

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Each of the parties acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.

Witness to Purchaser's Signature



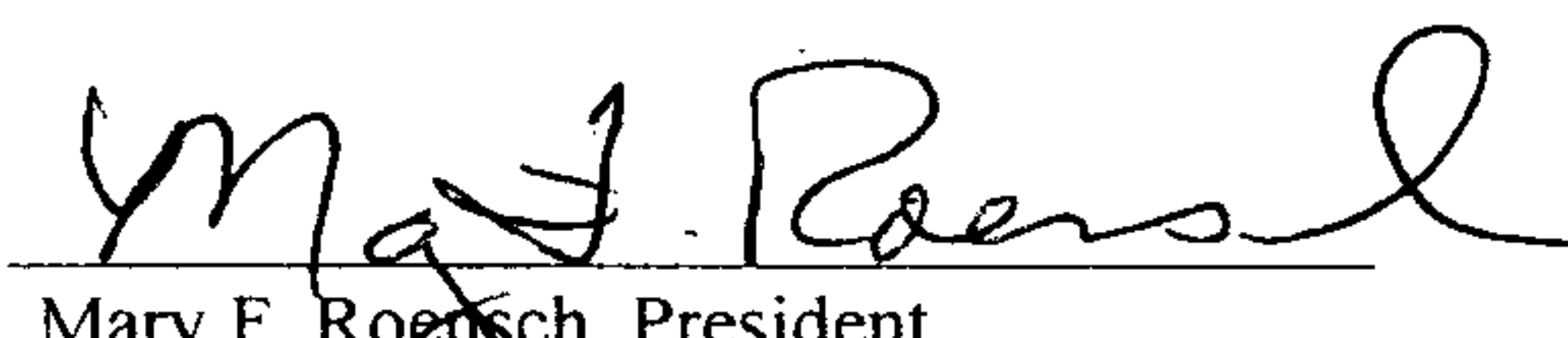
Terry L Bess, Purchaser

Witness to Purchaser's Signature



Deanna L Bess, Purchaser

Witness to Seller's Signature



Mary F. Roensch, President,
Farris Management Co., Inc.
Managing General Partner for FLC Land, LTD


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