

THIS INSTRUMENT PREPARED BY:

F. Wayne Keith

Law Offices of F. Wayne Keith PC

120 Bishop Circle

Pelham, Alabama 35124

[Space Above This Line For Recording Data]

## WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Forty Eight Thousand and no/100's Dollars (\$48,000.00)** and other good and valuable consideration to the undersigned grantor,

**Highpointe Investments, LLC, an Alabama limited liability company**

(hereinafter referred to a grantor) in hand paid by the grantee the receipt whereof is hereby acknowledged the said grantor does by these presents, grant, bargain, sell and convey unto

**Keeneland, LLC**

(hereinafter referred to as grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

**Commence at a PK Nail at the SE corner of the NE ¼ of the NW ¼ of Section 36, Township 19 South, Range 3 West. Shelby County, Alabama; thence N 89°55'20" W along the south line of said ¼-¼ section and the north line of Lot 10 of Valley Dale Estates as recorded in Map Book 4 Page 90 in the Office of the Judge of Probate in Shelby County, Alabama a distance of 41.23 feet to a ½" rebar; thence N 89°08'15" W along the north line of Lot 10 a distance of 532.22 feet to ½" rebar at the NE corner of Lot 9; thence S 30°55'26" W along the northwestern line of Lots 9 through 7 and leaving said ¼-¼ line a distance of 378.54 feet to a rebar capped Arrington at the NE corner of Lot 6; thence S 30°51'08" W a distance of 459.64 feet to a cross in a concrete curb at the easternmost corner of Lot 16 of Hayesbury Commercial Park Phase 1 as recorded in Map Book 30 Page 71 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 57°39'15" W along the northeastern line of Lot 16 a distance of 115.21 feet to a rebar capped GSA at the northernmost corner of Lot 16, said point being the POINT OF BEGINNING; thence S 30°57'07" W along the northwestern line of Lot 16 a distance of 125.25 feet to a rebar capped GSA at the easternmost corner of Lot 19; thence N 53°40'14" W along the northeastern line of Lot 19 a distance of 65.04 feet to a rebar capped GSA on the northern line of Lot 19; thence N 89°41'12" W along the north line of Lot 19 a distance of 106.52 feet to a mag nail on the eastern right-of-way of Indian Lake Way; thence N 0°06'21" E along said right-of-way a distance of 117.02 feet to a rebar capped GSA; thence N 89°36'31" E leaving said right-of-way a distance of 70.41 feet to a rebar capped Landmark; thence N 0°00'50" W a distance of 47.52 feet to a rebar capped GSA; thence S 57°39'15" E a distance of 180.78 feet to the POINT OF BEGINNING.**

Shelby County, AL 09/19/2014  
State of Alabama  
Deed Tax: \$48.00

  
20140919000294140 1/4 \$71.00  
Shelby Cnty Judge of Probate, AL  
09/19/2014 09:50:07 AM FILED/CERT

**Subject To:**

- 1. All outstanding rights of redemption in favor of all persons entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed dated the 4th day of March, 2014, and recorded in Inst. No. 20140304000059090, in the Probate Office of Shelby County, Alabama, of that certain mortgage executed by Buck Ltd. to Colonial Bank, NA, recorded in Inst. No. 20080326000121690 and Assignment of Rents recorded in Inst. No. 20091022000398280 and Cross Collateralization and Cross-Default Agreement recorded in Inst. No. 20120724000266600, under and in accordance with the laws of the State of Alabama or the United States of America. Said rights to expire one (1) year from the 4th day of March, 2015.**
- 2. Taxes for the year 2014 and subsequent years.**
- 3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.**

TO HAVE AND TO HOLD, unto the said grantee, its successors and assigns.

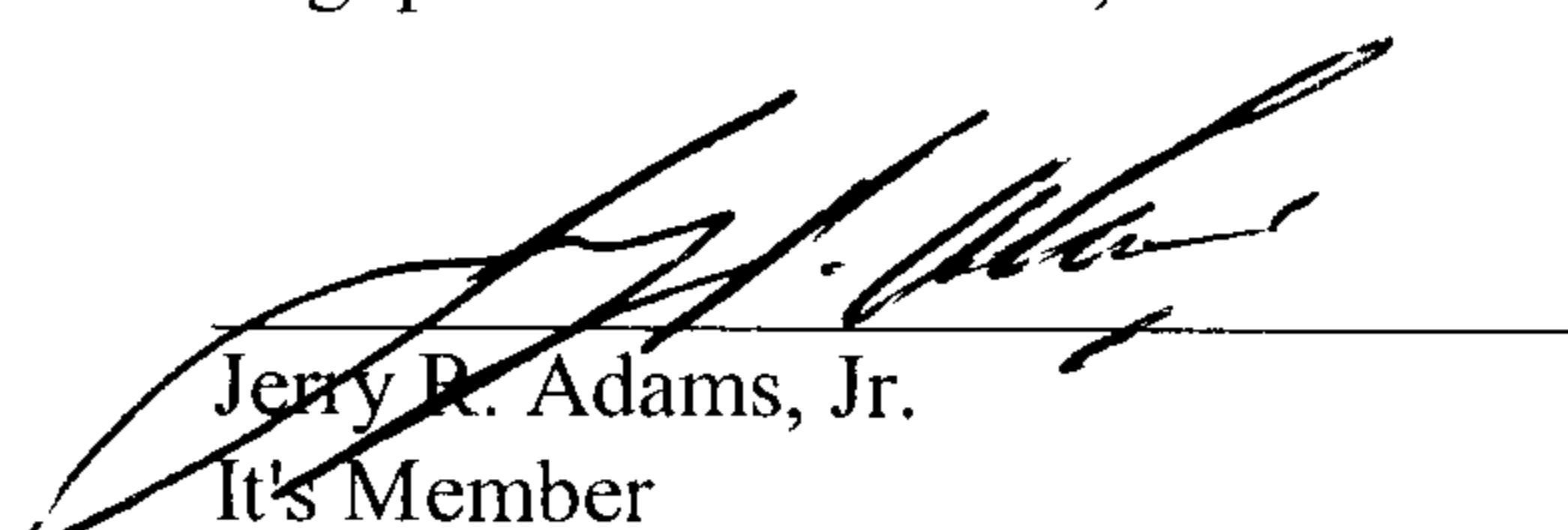
And said grantor does for itself, its successors and assigns, covenant with said grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as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

IN WITNESS WHEREOF, the said grantor, by its Member, who is authorized to execute this conveyance has hereunto set its signature and seal this the 17th day of September, 2014.

ATTEST:

Highpointe Investments, LLC

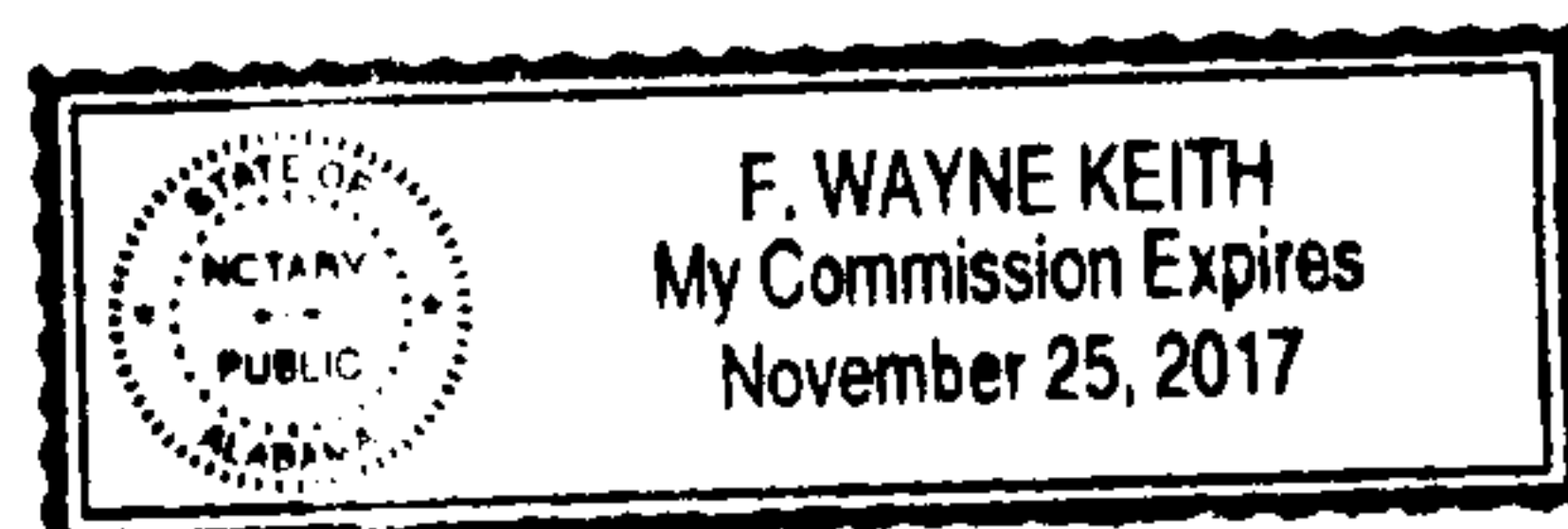
  
20140919000294140 2/4 \$71.00  
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Jerry R. Adams, Jr.  
It's Member

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Jerry R. Adams, Jr., as Member of Highpointe Investments, LLC, a limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he as such Member and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 12th day of September, 2013.



  
Notary Public

SEND TAX NOTICE TO:  
Keeneland, LLC  
3108 Blue Lake Drive  
Suite 200  
Birmingham, Alabama 35243



20140919000294140 3/4 \$71.00  
Shelby Cnty Judge of Probate, AL  
09/19/2014 09:50:07 AM 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: Highpointe Investments, LLC  
Mailing Address: 122 Bishop Circle  
Pelham, Alabama 35124  
Grantees' Name: Keeneland, LLC  
Mailing Address : 3108 Blue Lake Drive Suite 200  
Birmingham, Alabama 35243  
Property Address: See legal description on deed (vacant land)  
Date of Transfer: September 17, 2014  
Total Purchase Price \$48,000.00

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)

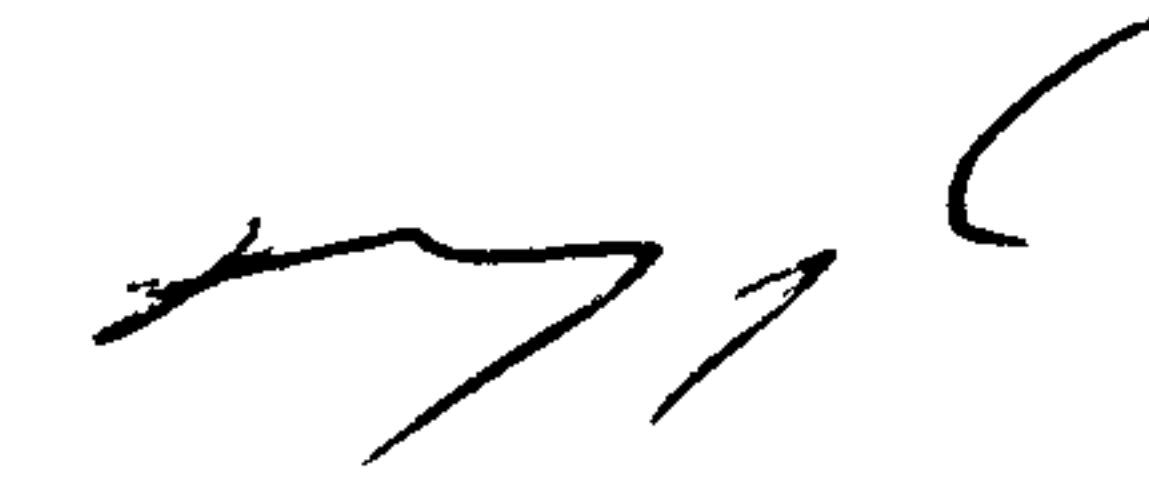
|   |                   |           |
|---|-------------------|-----------|
|   | Bill of Sale      | Appraisal |
| x | Sales Contract    | Other     |
| x | Closing Statement |           |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

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: September 17, 2014

Sign



x

verified by F. Wayne Keith, Attorney

RT-1

