

20150325000093000 1/5 \$1326.00
Shelby Cnty Judge of Probate, AL
03/25/2015 08:05:10 AM FILED/CERT

This Instrument Prepared By:

Jason J. Higdon, Assistant General Counsel
Leggett & Platt, Incorporated
No. 1 Leggett Road
Carthage, MO 64836

Send Tax Notices To:

Circle K Industries, LLC
104 Driver Street
Calera, AL 35040
Attn: Sonny Kornegay

RETURN TO:

FIDELITY NATIONAL TITLE
1400 POST OAK BLVD., STE 740
HOUSTON, TX 77056
FILE NO.: 6711000816

STATUTORY WARRANTY DEED

(Shelby County, Alabama)

THIS DEED is made and entered into this 18 day of March, 2015, with an effective date of March 19, 2015 by and between **LEGGETT & PLATT, INCORPORATED**, a Missouri corporation, with an address of No. 1 Leggett Road, Carthage, Missouri 64836 (herein called "Grantor"), and Circle K Industries, LLC with an address for notice purposes at 104 Driver Street, Calera, Alabama 35040 (herein called "Grantee").

WITNESSETH

That Grantor, in consideration of the sum of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00), and other valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, SELL AND CONVEY unto Grantee, and unto its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Shelby and State of Alabama, commonly known as 6869 Highway 25, Montevallo, Alabama (the "Property") to-wit:

See Exhibit A, attached hereto and incorporated herein.

TO HAVE AND TO HOLD, the Property aforesaid, together with all and singular rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto Grantee and unto its successors and assigns forever, in fee simple. Grantor hereby covenants that the Property is free and clear from any encumbrance done or suffered by Grantor, excepting however, the following (collectively the "Permitted Exceptions"): all real estate taxes and assessments not yet due and payable; all covenants, conditions, restrictions and other matters of record; zoning laws, regulations, and ordinances of municipal or other governmental authorities, if any, affecting the Property; any encroachments, overlaps, boundary line disputes, or other matters that would be disclosed by a physical inspection or an accurate and complete survey of the property; and the additional permitted exceptions shown on Exhibit B attached hereto and incorporated herein by reference.

Shelby County, AL 03/25/2015
State of Alabama
Deed Tax: \$1300.00

Grantor will warrant and defend the title of the Property unto Grantee and unto Grantee's successors and assigns forever, except as to the Permitted Exceptions, against the lawful claims and demands of all persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor, but against none other.

THE PROPERTY IS CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS. GRANTOR HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized officer, the day and year first above written.

LEGGETT & PLATT, INCORPORATED,
a Missouri corporation

[CORPORATE SEAL]

By: 
Name: Jason J. Higdon
Title: Assistant General Counsel

STATE OF MISSOURI

COUNTY OF JASPER

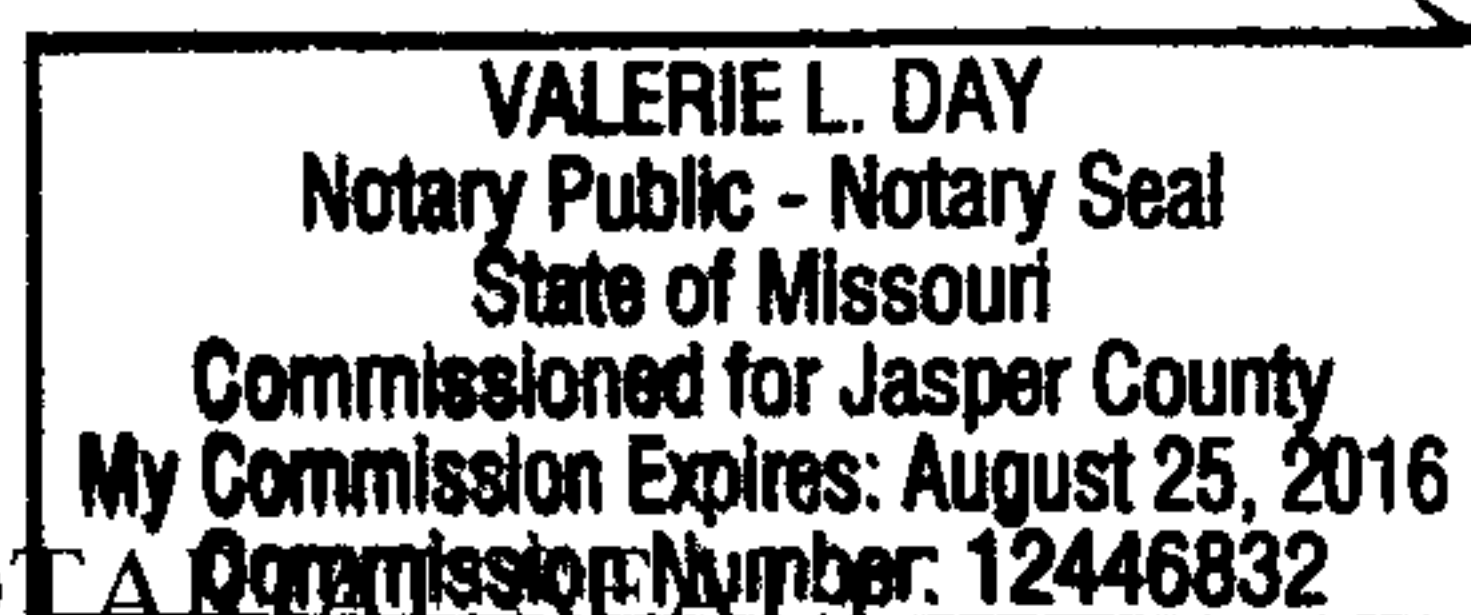
On this 18 day of March, 2015, before me appeared Jason J. Higdon, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn (or affirmed) did say that he is the Assistant General Counsel of Leggett & Platt, Incorporated, a Missouri corporation, and that said instrument was signed in behalf of said corporation, and that the seal affixed to the instrument is the corporate seal of the corporation and that the instrument was signed and sealed in behalf of the corporation, by authority of its Board of Directors and Jason J. Higdon acknowledged the instrument to be the free act and deed of the corporation.

Witness my hand and seal, at my office in Carthage, Missouri, this 18 day of March, 2015.

My commission expires:

August 25, 2016


Notary Public



(NOT A PUBLIC SEAL)

EXHIBIT A TO DEED

Part of the W ½ of the NE ¼ and part of the E ½ of the NW ¼ of Section 6, Township 24 North, Range 13 East and in Section 1, Township 24 North, Range 12 East, more particularly described as follows: Commence at the Northeast corner of said Section 6 and run West along the North line thereof, which is commonly called the Freeman Line 2,332.68 feet to a point which 309.3 feet East of the Northwest corner of the NE ¼ of said Section 6; thence turn left 92 deg. 52 min. 30 sec. and run a distance of 429.82 feet to the point of beginning; thence continue along the same course 1487 feet to the North right of way line of the Calera to the Montevallo paved road; thence turn right 88 deg. 22 min. and run in a Westerly direction along the Northerly right of way a distance of 316.04 feet to the point of a curve in said road; thence following the curve in said road to the right, said curve having a radius of 9,833 feet and a central angle of 1 deg. 38 min. a distance of 280.31 feet to the point of tangency of said curve; thence continue in a Westerly direction along said tangent and along the Northerly right of way line of said road, a distance of 903.91 feet to the center line of a culvert projected to the intersection with the Northerly right of way line of said road; then turn right 90 deg. and running a distance of 1500 feet; thence turn right 90 deg. and running a distance of 1500 feet to the point of beginning.

ALSO KNOWN AS:

A parcel of land located in the North ½ of Section 6, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows: Commence at the Northwest corner of the NE ¼ of said Section 6; thence N 89°00'00" E, 308.72 feet along the North boundary to an iron; thence S 3°52'30" E, 429.82 feet to a concrete monument, said point begin the point of beginning; thence S 3°52'30"E, 1,461.10 feet to a concrete monument at the intersection of the north right of way of Alabama Highway No. 25; thence S 84°34'10"W, 369.56 feet along said right of way of way to concrete right of way monument; thence S85°58'59"W, 881.71 feet along said right of way to a concrete right of way monument; thence S84°57'24"W, 230.16 feet along said right of way to a concrete right of way monument; thence S85°37'06"W, 18.75 feet along said right of way to a concrete monument; thence N3°52'30"W, 1,478.18 feet to a concrete monument; thence N86°07'31"E, 1,500.00 feet to the point of beginning.

EXHIBIT B TO DEED

Additional Permitted Exceptions

1. Easements and other grants in favor of third parties that do not materially interfere with the use of the Property.
2. Easements or other grants to utility companies and/or public or quasi-public entities to facilitate the delivery of utilities to the Property, or for road, water, sewer, or other public purposes, regardless of whether they are for the benefit of the Property.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Property.
4. Condemnation, appearing of record in Real 367, page 377, in the Probate Office of Shelby County, Alabama.
5. Agreement for Sewer Line, recorded in Real 374, page 918, in the Probate Office of Shelby County, Alabama.
6. Right of Way granted to Alabama Power Company by instrument recorded in Volume 163, page 450 in the Probate Office of Shelby County, Alabama.
7. Right of way to Southern Bell Telephone and Telegraph Company, as recorded in Volume 161, page 164, in the Probate Office of Shelby County, Alabama.
8. Easement to Water Works Board of the Town of Montevallo, as recorded in Volume 175, page 198 in the Probate Office of Shelby, Alabama.
9. Any portion of the Property lying within the Southern Railroad track lines.
10. Siding Agreement with Norfolk Southern Railway Company until terminated.
11. Track Operation Lease with Southern Railway Company until terminated.

Real Estate Sales Validation Form

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

Grantor's Name Leggett & Platt, Inc.
Mailing Address P.O. Box 757
Carthage, MO 64836

Grantee's Name Circle K Industries, L.L.C.
Mailing Address 66 County Road 800
Calera, AL 35040

Property Address 6869 Highway 25
Montevallo, AL 35115

Date of Sale 19 March, 2015
Total Purchase Price \$ 1,300,000.00

or
Actual Value \$
or
Assessor's Market Value \$


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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 in Code of Alabama 1975 § 40-22-1 (h).

Date 3/19, 2015

Unattested

(verified by)

Print: LARRY T Kornegay SR
Sign: Larry T Kornegay SR
Grantor/Grantee/Owner/Agent (circle one)