

THIS INSTRUMENT PREPARED BY:
Ellis, Headm Owens & Justice
Attorneys at Law
P O Box 587
Columbiana, AL 35051

Grantee's Address:
Shelby County, AL
506 Highway 70
Columbiana, AL 35051

TRACT NO. TS 07 R

STATUTORY WARRANTY DEED

PARCEL NO. 10-05-15-0-001-055.002

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **FIFTY SIX THOUSAND ONE HUNDRED FIVE AND NO/100 DOLLARS (\$56,105.00)**, to the undersigned grantor, **COMPASS BANK**, an Alabama banking corporation, formerly known as Central Bank of the South, in hand paid by **SHELBY COUNTY, ALABAMA**, the receipt of which is hereby acknowledged, the said **GRANTOR** does by these presents, grant, bargain, sell and convey unto the said **GRANTEE**, the following real estate, situated in Shelby County, Alabama, described as follows (the "Property"):

And as shown on the right of way map of Project No. STPBH-9802(905) of record in the Alabama Department of Transportation a copy of which is also deposited in the Office of the Judge of Probate of Shelby County, Alabama, as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to (i) taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable, (ii) any facts, rights, interests, or claims that are not of record but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property, (iii) any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property and not of record, (iv) any mining or mineral rights leased, granted or retained by current or prior owners; and (v) all matters of record affecting the Property (collectively, the "Exceptions").

TO HAVE AND TO HOLD the said Property unto the Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

The Grantor hereby covenants and agrees with the Grantee, and its successors and assigns, that the Grantor, and its successors and assigns, will warrant and defend the above described Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

The Property is conveyed "As is" and "where is", with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitation, (i) the profitability, suitability or fitness of the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.

IN WITNESS WHEREOF, Grantor has hereunto set my its signature and seal this
the 23rd day of April, 2015.

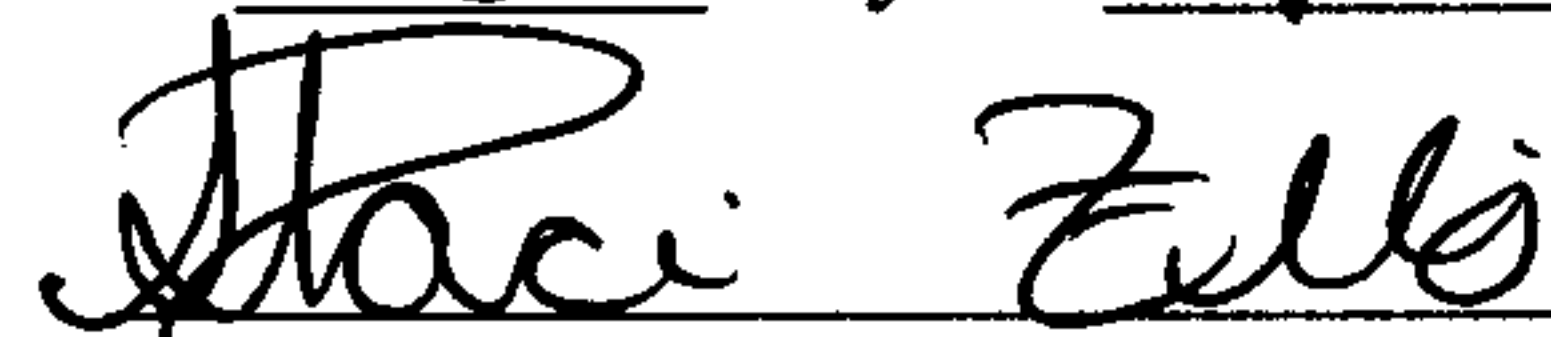
COMPASS BANK,
an Alabama banking corporation


Robert Fetters, Senior Vice President

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert Fetters, whose name as Senior Vice President of Compass Bank, an Alabama banking corporation, 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, he, as such agent and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23 day of April, 2015.


Notary Public
My Commission Expires: 8/12/17


20150501000142540 2/5 \$27.00
Shelby Cnty Judge of Probate, AL
05/01/2015 09:29:57 AM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, run thence S $00^{\circ}14'42''$ E a distance of 344.90 feet, more or less, run thence N $89^{\circ}44'17''$ W a distance of 273.93 feet, more or less, to point on the grantor's property line being the Point of Beginning; run thence along the acquired right of way line and along an arc 187.20 feet, more or less, to the right, having a radius of 2365.00 feet, the chord of which is S $55^{\circ}54'32''$ W for a distance of 187.15 feet, more or less, to a point on the grantor's property line; run thence along the grantor's property line N $44^{\circ}15'49''$ W for a distance of 29.47 feet, more or less, to a point on the south right of way line of Valleydale Rd.; run thence along the south right of way line of Valleydale Rd. and along an arc 188.63 feet, more or less, to the left, having a radius of 2913.72 feet, the chord of which is N $56^{\circ}05'50''$ E for a distance of 188.60 feet, more or less, to a point on the grantor's property line; run thence along the grantor's property line S $41^{\circ}38'13''$ E for a distance of 28.63 feet, more or less, to the Point of Beginning; Containing 0.125 acres, more or less.


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[illegible]

**THIS IS NOT A
BOUNDARY SURVEY**

PROJECT NO. STPBH-9802(905)
COUNTY SHELBY
TRACT NO. 7-ROW 1
OWNER CENTRAL BANK OF THE SOUTH
PARCEL NO. 10-5-15-0-001-055.002

SCALE:	<u>1" = 100'</u>
TOTAL ACREAGE	<u>1.240</u>
R.O.W. REQUIRED	<u>0.125</u>
REMAINDER	<u>1.115</u>
REQ'D. CONST. EASE.	<u>0.094</u>

Real Estate Sales Validation Form
This Document must be filed in accordance with Code of Alabama 1975, Section 40.22.1

Grantor's Name : Central Bank of the South
Mailing Address 701 32nd St. South
Birmingham, AL 35233

Grantee's Name: Shelby County Commission
Mailing Address: 506 Hwy 70
Columbiana, AL 35051

Property Address: Valleydale Road
Birmingham, AL

DATE: _____
Total Purchase Price \$ 56,105.00

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.

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 4/23/15

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

Print Robert Fellers

☐ Unattested

[Signature]
(Verified by)

Form RT-1



20150501000142540 5/5 \$27.00
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