

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Attn: James J. Odom, Jr., Esq
JJO, L.L.C., Carter S. Kennedy and Patrick O'Sullivan as
Personal Representative of the Estate of I.L. O'Sullivan,
deceased
211-B Yeager Parkway
Pelham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED
(Deed in Lieu of Foreclosure)

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, the undersigned, **FOREST PARKS, LLC, an Alabama limited liability company** (hereinafter referred to as "GRANTOR"), is the owner and record title holder of the following described real property situated in Shelby County, Alabama, to-wit:

Lots 827 and 830, according to the Survey of Forest Parks, Eighth Sector, Phase 2, as recorded in Map Book 25, Page 131, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Grantor acknowledge and affirm that they have heretofore executed and delivered to JJO, L.L.C., an Alabama limited liability company, Carter S. Kennedy and I.L. O'Sullivan, that certain mortgage evidencing the original Note dated September 13, 2000 in the amount of \$699,600.00, filed for recorded on September 18, 2000, recorded in Instrument No. 2000-32539 (the "Note"); said mortgage having been filed for record in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, said indebtedness due under the above mortgage is due and payable, and the Grantors are unable to pay same but is desirous of saving the expense of a foreclosure of said mortgage.

WHEREAS, Grantor has agreed to convey the Property to Grantee in consideration of a credit of \$26,600.00 by Grantee to Grantor from and against the Indebtedness secured by the Mortgage as payment in full of all obligations of the Grantor to the Grantee under said Note secured by said Mortgage;

WHEREAS, the Grantor and the Grantee have mutually agreed upon a fair and equitable price for the Property; and

NOW, THEREFORE, for good and valuable consideration of the premises and in further consideration of a credit in the amount of Ten and NO/100 Dollars (\$10.00), and the release of the Grantor and guarantors, if any, from any and all liability related to the Indebtedness evidenced by the Note, this day in hand paid to the undersigned **Forest Parks, LLC, an Alabama limited liability company** (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR, **Forest Parks, LLC, an Alabama limited liability company, does hereby give, grant, bargain, sell and convey unto the GRANTEE, JJO, L.L.C., an Alabama limited liability company, Carter S. Kennedy and Patrick O'Sullivan, as Personal Representative of the Estate of I.L. O'Sullivan, deceased, Jefferson County, Alabama Probate Case No. 187159** (hereinafter referred to as GRANTEE), the following described Real Estate, lying and being in



20160225000057940 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
02/25/2016 11:27:38 AM FILED/CERT

the County of **Shelby**, State of Alabama, to-wit:

Lots 827 and 830, according to the Survey of Forest Parks, Eighth Sector, Phase 2, as recorded in Map Book 25, Page 131, in the Probate Office of Shelby County, Alabama.

Subject To:

Ad valorem taxes for 2016 and subsequent years, existing covenants and restrictions, easements, building lines and limitations of record.

This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended, and is further executed as part of the winding up of the affairs of the Grantor due to an event of dissociation or dissolution.

Together with any and all rights of redemption, statutory or equitable, of the Grantors with respect thereto. Grantor expressly makes this conveyance without any reservation or retention of any rights of redemption, statutory or equitable.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

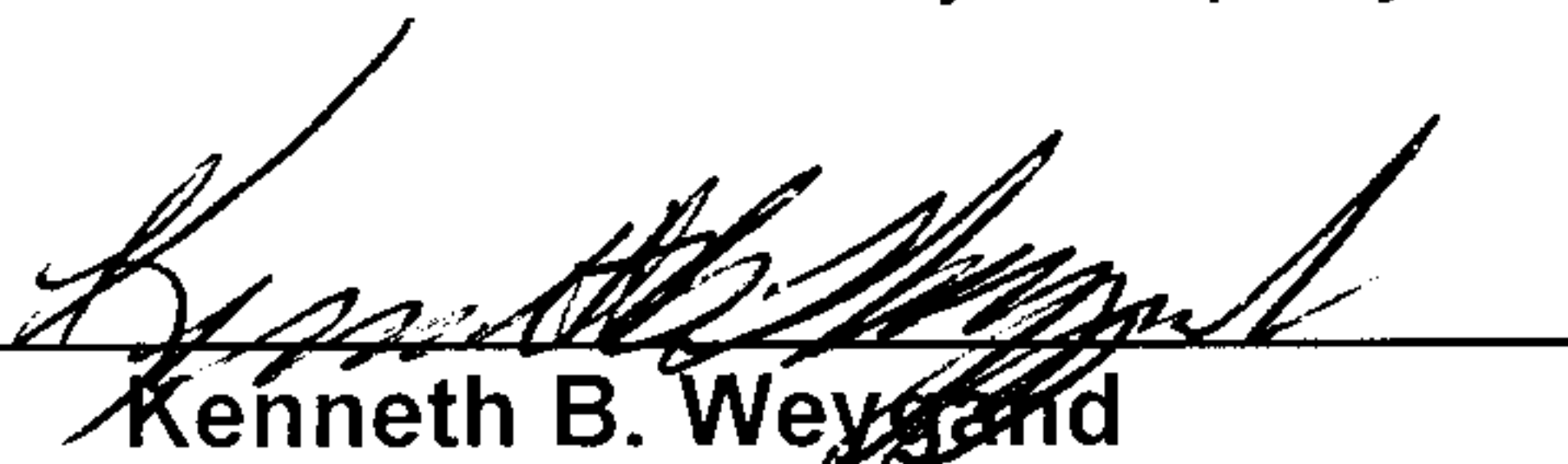
TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, its/his/their heirs, personal representatives, successors and/or assigns, forever, in fee simple.

It is understood and agreed that the lien and title of the Mortgage shall be merged in the title hereby conveyed only in the event of the full effectiveness of this conveyance according to the terms and provisions expressed herein, and that if for any reason this conveyance shall be held ineffective for any particular reason, or in the event of the setting aside of this conveyance in any proceedings instituted under the Bankruptcy Code, the Mortgagee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the note secured thereby, and in any such event the Mortgagee shall have the right to proceed to a foreclosure of the Mortgage in all respects as if this instrument had not been executed.


IN WITNESS WHEREOF, said GRANTOR has through its duly authorized representative hereunto set its hand and seal this the 31st day of December, 2015.

FOREST PARKS, LLC

An Alabama limited liability company

By: 
Kenneth B. Weygand

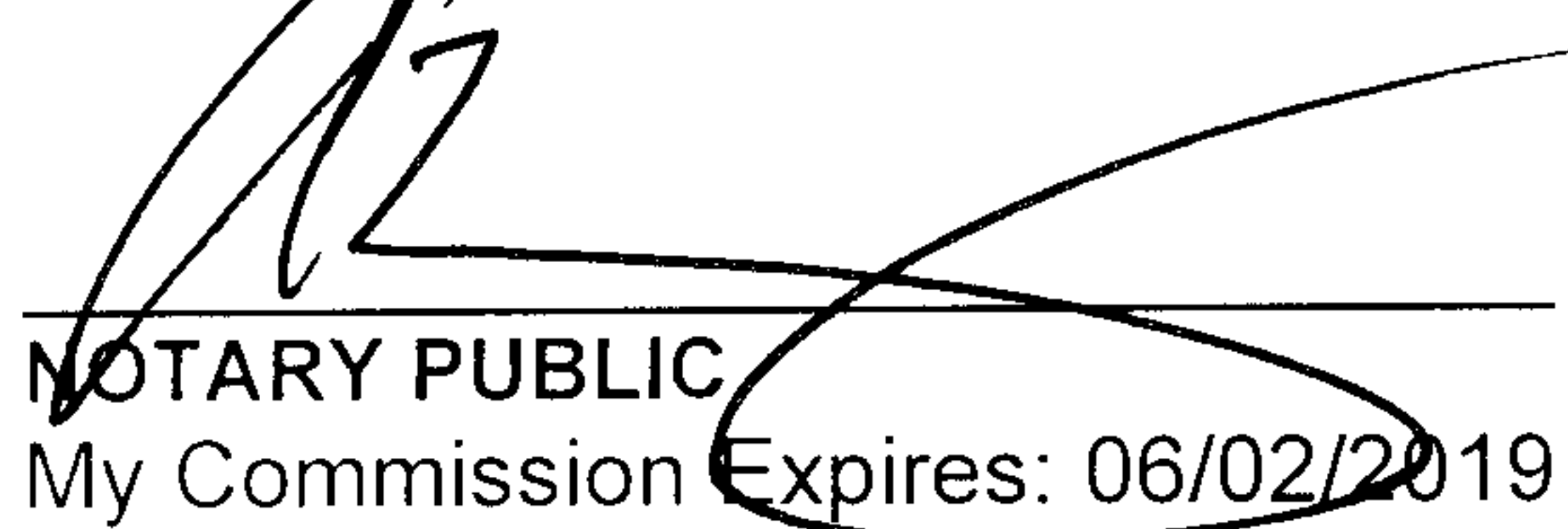
Its: **Managing Member**


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STATE OF ALABAMA)
JEFFERSON COUNTY)


I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Kenneth B. Weygand, whose name as Managing Member of Forest Parks, LLC, an Alabama limited liability company, signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 31st day of December, 2015.



NOTARY PUBLIC
My Commission Expires: 06/02/2019




20160225000057940 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
02/25/2016 11:27:38 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 Forest Parks, LLC

Grantee's Name

JJO, L.L.C., Carter S. Kennedy and
Patrick O'Sullivan, Personal
Representative of the Estate of I.L.
O'Sullivan, deceased, Jefferson
County, Alabama Probate Case No.
187159

Mailing Address 5315 Meadow Brook Road
Birmingham, AL 35242

Mailing Address 211-B Yeager Parkway
Pelham, AL 35124

Property Address Lots 827 and 830 Woodbury Drive
Sterrett, AL 35147

Date of Sale December 31, 2015

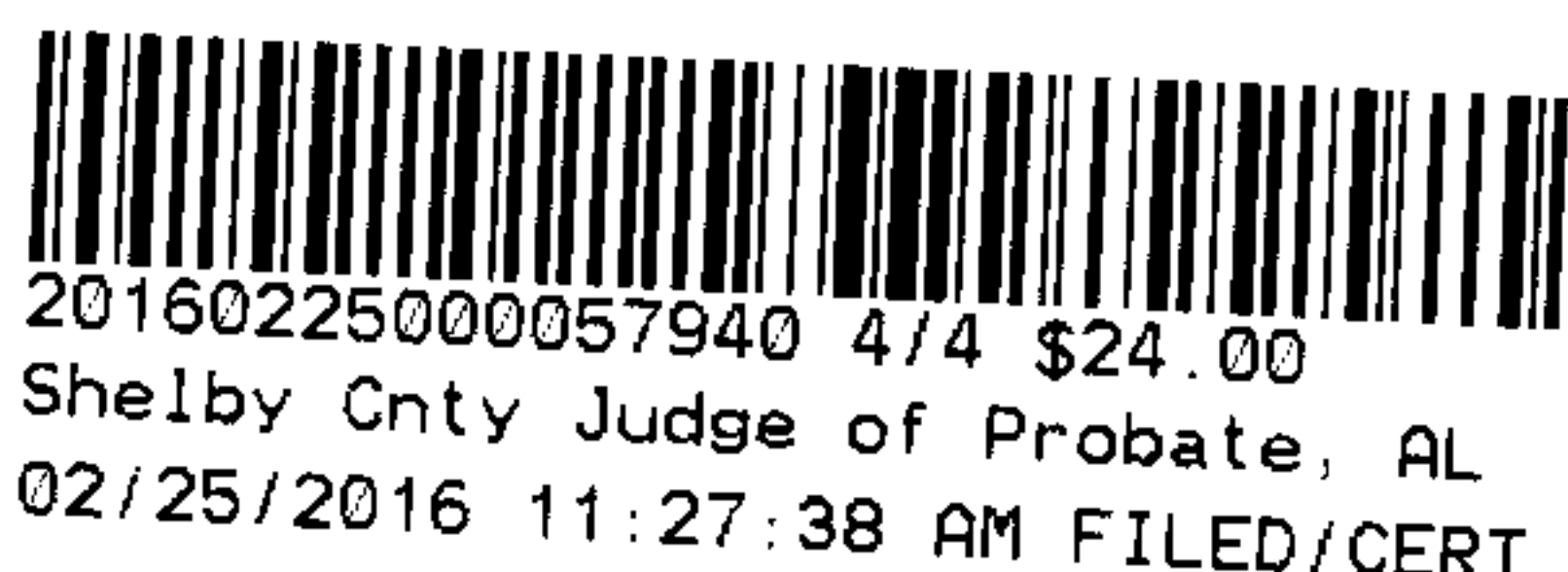
Total Purchase Price \$

or

Actual Value \$

or

Assessor's Market Value \$ 39,940.00



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/ Assessor's Appraised Value
☐ Sales Contract ☒ Deed In Lieu of Foreclosure
☐ 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).

Forest Parks, LLC

Date _____

Print Kenneth B. Weygand, Managing Member

Unattested

(verified by)

Sign _____

(Grantor/Grantee/Owner/Agent) circle one