

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE OF THE PROPERTY DESCRIBED HEREIN, OR AS TO THE ACCURACY OF THE DESCRIPTION CONTAINED IN PREVIOUSLY FILED DEEDS

This Instrument Prepared By:

F. Wade Steed, Esq.
Dempsey, Steed, Stewart, Ritchey & Gache, LLP
1910 28th Avenue South
Homewood, Alabama 35209

Send Tax Notice To:

Anthony's Real Estate, LLC
3037 Highway 150
Hoover, Alabama 35244
Attn: Anthony S. Serio

WARRANTY DEED

(Limited Liability Company)

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, J. S. Lewis Properties, LLC, an Alabama limited liability company, its successors and assigns ("Grantor"), is the owner and record title holder of all that certain real estate situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by said reference ("Real Estate"); and

WHEREAS, Grantor has heretofore executed and delivered to Anthony's Real Estate, LLC, an Alabama limited liability company, its successor and assigns ("Grantee"), that certain Purchase Money Real Estate Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, dated July 2, 2014, made by Grantor, as mortgagor, in favor of Grantee, as mortgagee, recorded in the real property records of Shelby County, State of Alabama, as Document No. 20140703000203150 (the "Mortgage"), conveying the Real Estate as security for the indebtedness recited therein; and

WHEREAS, Default has occurred under the terms of the said Mortgage and Grantor has requested that it be permitted to, and has agreed to, convey the Real Estate to Grantee for adequate consideration in lieu of foreclosure; and

WHEREAS, the Grantor and the Grantee have mutually agreed upon the terms of this conveyance and Grantor acknowledges that the considerations given to Grantor by Grantee are fair, equitable, beneficial to and in the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Warranty Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantor, its successors and assigns, does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, all of that certain Real Estate situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and made a part hereof by said reference, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

NOTE: This Warranty Deed has been prepared without the benefit of a current survey or title examination, which was not requested or performed by either the Grantor or the Grantee.

TO HAVE AND TO HOLD to Grantee, its successors and assigns, in fee simple forever.

The undersigned Grantor, its successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is the owner of the Real Estate and that it has a good right to sell and convey the Real Estate; that the Real Estate is free of all encumbrances, except the Mortgage and other related Loan Documents; and that the Grantor, its successors and assigns, will forever warrant and defend its title to the said Real Estate to the Grantee, its successors and assigns forever. All covenants and agreements made herein shall bind the Grantor and its successors and assigns.

Notwithstanding any language found herein to the contrary, it is understood and agreed that the lien and title of the Mortgage shall not be merged in the title hereby conveyed, and that if, for any reason this conveyance shall be held ineffective in any particular event, or in the event of the setting aside of this conveyance in any proceeding instituted under any bankruptcy or other applicable law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set its hand and its seal hereunto, all on this 29th day of September, 2016.

J. S. LEWIS PROPERTIES, LLC

By: _____

JOHN C. LEWIS IV

Its: Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that John C. Lewis IV, whose name as Member of J. S. Lewis Properties, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 29th day of September, 2016.

[NOTARIAL SEAL]

Sheryl M Childers

Notary Public for the State of Alabama

My commission expires: April 1, 2018

By: _____

SUSAN S. LEWIS

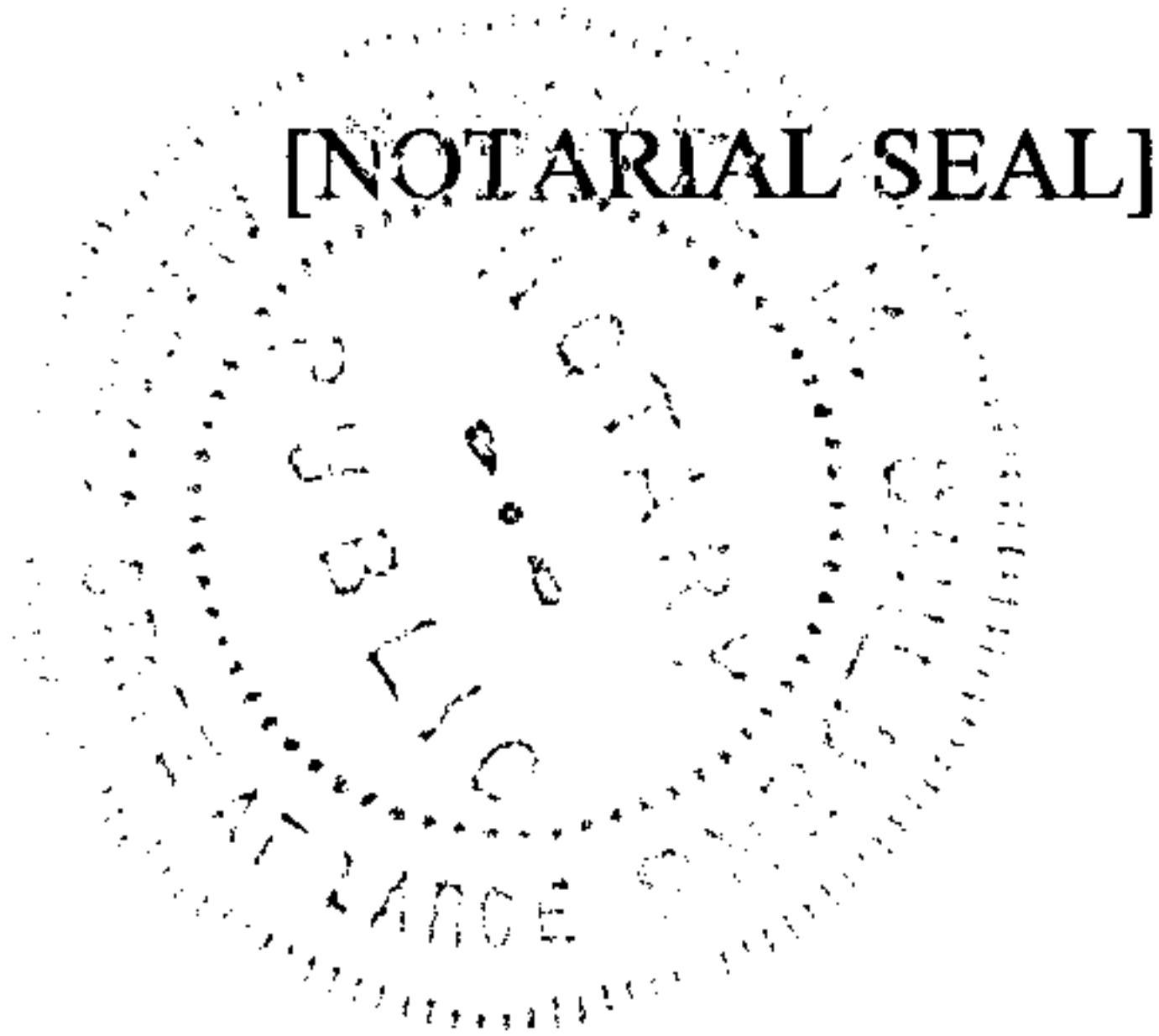
Its: Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public in and for said County in said State, hereby certify that

Susan S. Lewis, whose name as Member of J. S. Lewis Properties, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as said member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 29th day of September, 2016.



Sheryl M. Childers

Sheryl M. Childers

Notary Public for the State of Alabama

My commission expires: April 1, 2018

[EXHIBIT "A" TO THIS WARRANTY DEED TO FOLLOW ON THE NEXT PAGE]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



20161003000360120 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
10/03/2016 09:10:08 AM FILED/CERT

Exhibit "A"

To Warranty Deed

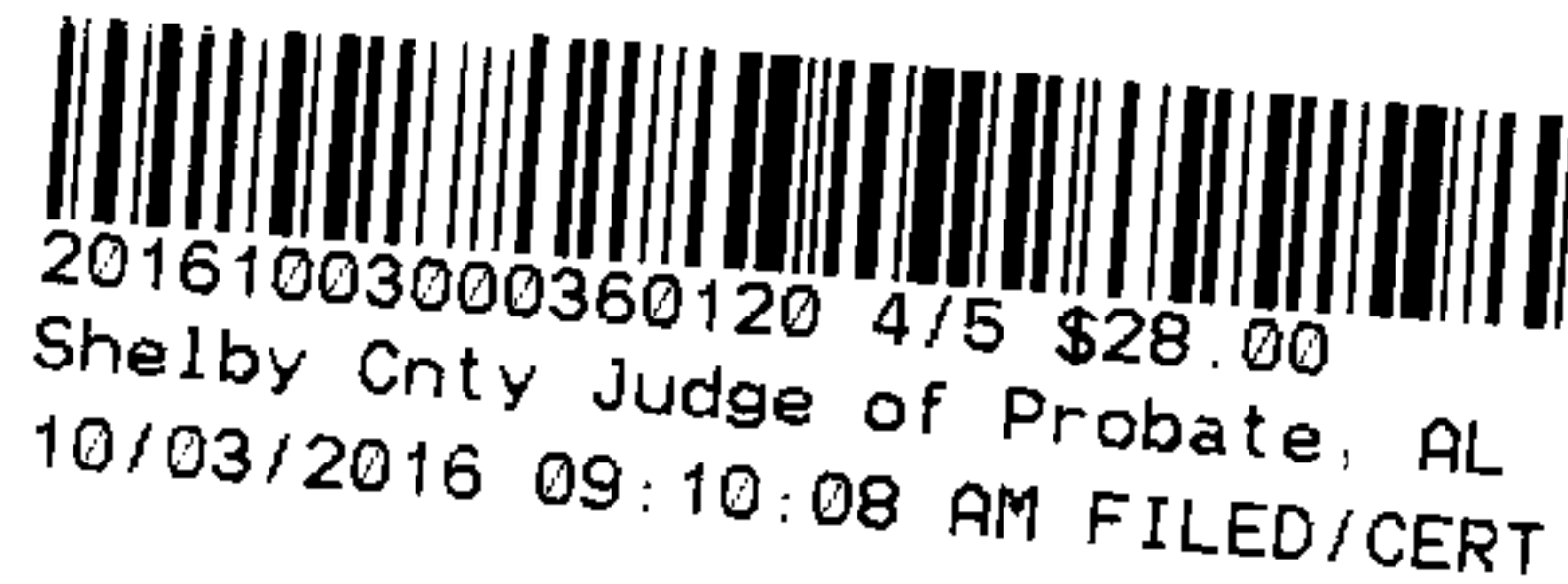
J. S. Lewis Properties, LLC, to Anthony's Real Estate, LLC, dated September 29, 2016

(Legal Description)

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the NE corner of the South 1/2 of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West; thence North 82 deg. 58 min. 11 sec. West a distance of 1083.08 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 193.87 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence South 32 deg. 31 min. 16 sec. West along said right of way line a distance of 190.00 feet to a point on the Northerly right of way line of Canyon Park Drive; thence South 57 deg. 28 min. 44 sec. East along said right of way line a distance of 175.00 feet; thence North 32 deg. 31 min. 16 sec. East a distance of 273.44 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Said parcel also being described as Lot 11 of the proposed Canyon Park Subdivision.



Real Estate Sales Validation Form

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

Grantor's Name J.S. Lewis Properties, LLC
Mailing Address 4904 Old Hickory Circle
Birmingham, AL 35244
Property Address 2941 Pelham Parkway
Pelham, AL 35124

Grantee's Name Anthony's Real Estate, LLC
Mailing Address 3037 Highway 150
Hoover, AL 35244
Date of Sale 09/29/2016
Total Purchase Price \$
or
Actual Value\$
or
Assessor's Market Value \$549,670.00

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
 Sales Contract
 Closing Statement
 Appraisal
X Other Tax Assessor's Records

- **Note- This property is being transferred to the Grantee, as mortgagee, via deed in lieu of foreclosure and is not subject to additional deed tax.**

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 09/29/2016

Print J. S. Lewis Properties, LLC

X Unattested

(verified by)

Sign

By: John C. Lewis IV

(Grantor/Grantee/Owner Agent) circle one

Form RT-1



20161003000360120 5/5 \$28.00
Shelby Cnty Judge of Probate, AL
10/03/2016 09:10:08 AM FILED/CERT