

SEND TAX NOTICES TO:

GOOD CHOICE INC, an Alabama corporation

Attn: Yien Lin

120 Doug Baker Blvd., Suite 100

Birmingham, Alabama 35242

20161102000402420

11/02/2016 12:03:16 PM

DEEDS 1/5

WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, POINTER DEVELOPMENT II, LLC (also known as Pointer Development II, L.L.C.), an Alabama limited liability company (herein referred to as "Grantor"), hereby grants bargains, sells, and conveys unto GOOD CHOICE INC, an Alabama corporation (herein referred to as "Grantee"), the real estate described on Exhibit "A" attached hereto and situated in Shelby County, Alabama.

[\$1,398,335.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

TO HAVE AND TO HOLD the described premises to Grantee, its successors and assigns forever.

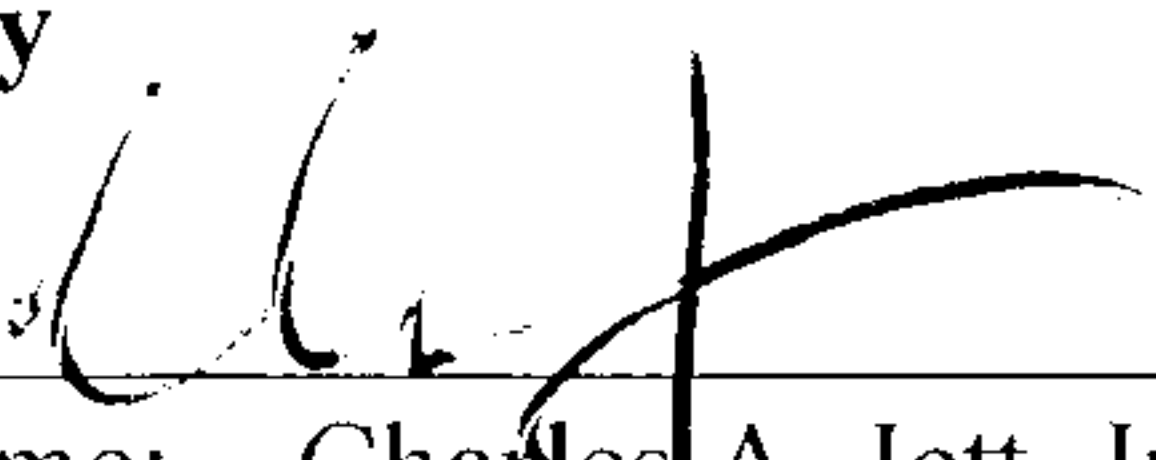
AND THE GRANTOR does for itself, and its successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted on Exhibit "A", that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 31st day of October, 2016.

[SIGNATURES AND ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGE.]

[SIGNATURE PAGE TO WARRANTY DEED]

POINTER DEVELOPMENT II, LLC (also known as Pointer Development II, L.L.C.), an Alabama limited liability company

By: 
Print Name: Charles A. Jett, Jr.
Title: Managing Member

STATE OF ALABAMA
SHELBY COUNTY

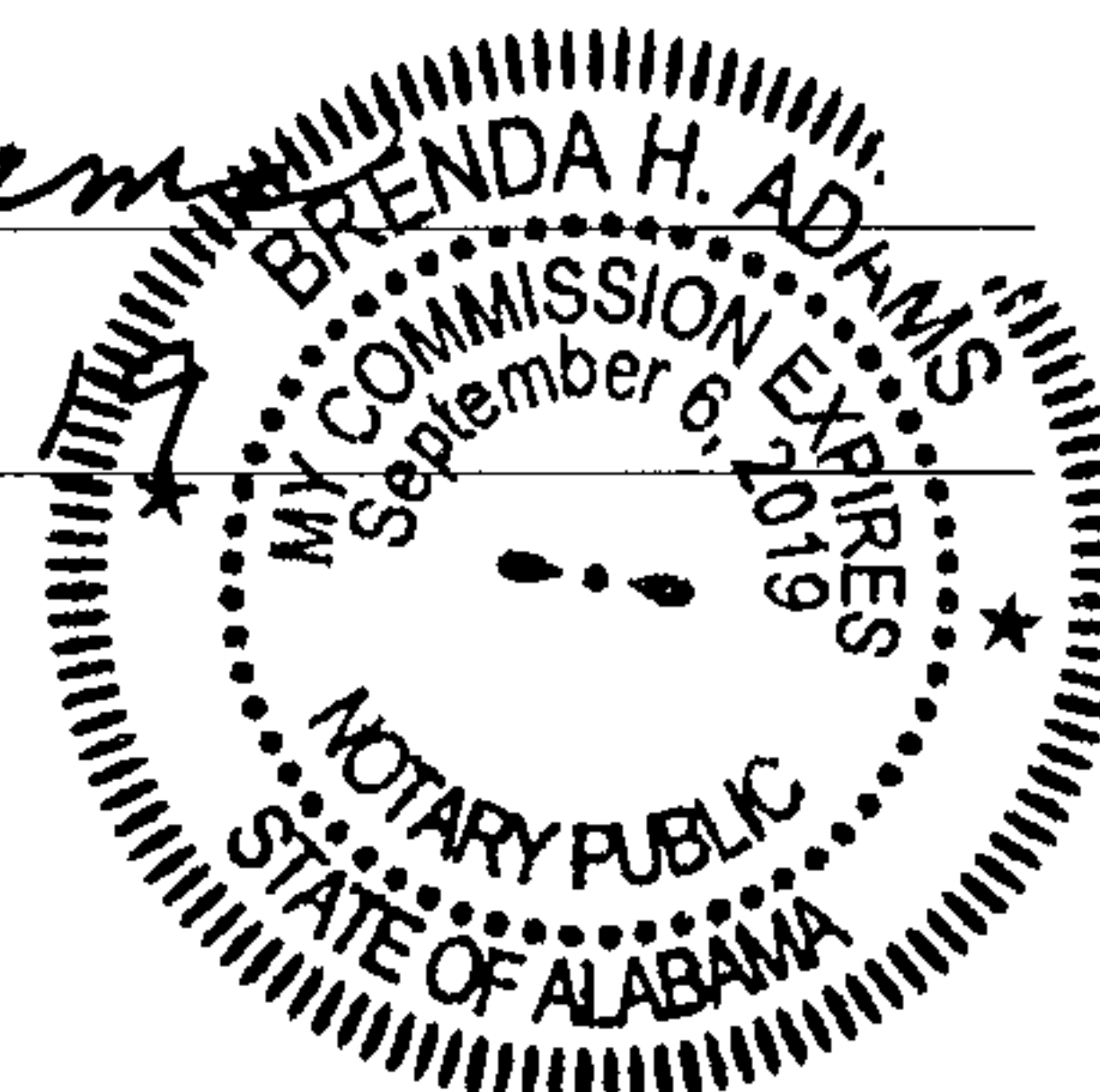
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles A. Jett, Jr. whose name as Managing Member of POINTER DEVELOPMENT II, LLC (also known as Pointer Development II, L.L.C.), an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such managing member/authorized agent, and with full authority, executed the same voluntarily, as an act of said company, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 31st day of October, 2016.

Brenda H. Adams

NOTARY PUBLIC

My Commission Expires: 9-6-17



THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William C. Brown
Engel, Hairston, & Johanson P.C.
P.O. Box 11405
Birmingham, AL 35202
(205) 328-4600

[D-8541]

EXHIBIT "A"

PARCEL I:

Lot 4A, according to the re-subdivision of The Village at Lee Branch, as recorded in Map Book 31, Page 130 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

Together with all rights and easements that constitute a beneficial interest in real property as set out in the Reciprocal Easement Agreement with Covenants Conditions and Restrictions as recorded in Instrument #20030701000412990, and amended in Instrument #20030827000569970, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL III:

Together with all rights and easements that constitute a beneficial interest in real property as set out in the Declaration of Covenants, Conditions and Restrictions and Declaration of Easements as recorded in Instrument #20061025000527560, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2017, constituting a lien but which is not yet due and payable.
2. Right of Way granted to Alabama Power Company as recorded in Deed Book 109, Page 496 and Deed Book 185, Page 132.
3. Rights of others in and to the use of ingress and egress easements as recorded in Deed Book 174, Page 402, as amended by Deed Book 247, Page 645, (as to Parcels I and II), and in Deed Book 314, Page 344, (as to Parcel II).
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as recorded in Deed Book 247, Page 709; Deed Book 259, Page 350, and Deed Book 331, Page 262.
5. Right of Way granted to Alabama Power Company as recorded in Deed Book 109, Page 497.
6. Terms and conditions of that certain temporary construction and slope easement agreement as recorded under Instrument #20021108000557110, and Assumption of Obligations recorded in Instrument #20090417000141510.
7. Easement and right of way granted to Alabama Power Company as recorded under Instrument #20040102000000610, Instrument #20040312000127270 and Instrument #20070517000230790.
8. That certain Reciprocal Easement Agreement between AIG Baker Brookstone, L.L.C. and Lee Branch, L.L.C. as recorded under Instrument #20030701000412990 as amended by Instrument #20030827000569970.
9. Terms and conditions of that certain Consent to Settlement Decree as recorded under Instrument #20030904000589000.
10. Easements, notes, conditions and building lines as shown on recorded map.
11. Restrictions as set out in Instrument #20020729000351020; First Amendment recorded in Instrument #20020826000405690; Second Amendment recorded in Instrument #20040622000339810, and Third Amendment recorded in Instrument #20070306000099750.
12. Right of way granted to BellSouth as recorded in Instrument #20060607000269310. (Parcels I and II)
13. Covenants, conditions, restrictions and Declarations of Easements as set out in Instrument #20061025000527560.
24. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument #20070517000230790.
15. Any other coal, oil, gas and other mineral and mining right not owned by Grantor.

REAL ESTATE SALES VALIDATION FORM*[This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1]*

Grantor's Name:	<u>POINTER DEVELOPMENT II, LLC</u> <u>(also known as Pointer</u> <u>Development II, L.L.C.), an</u> <u>Alabama limited liability company</u>	Grantee's Name:	<u>GOOD CHOICE INC, an Alabama</u> <u>corporation</u>
Mailing Address:	<u>608 Queens Gate</u> <u>Birmingham, Alabama 35242</u>	Mailing Address:	<u>120 Doug Baker Blvd., Ste 100</u> <u>Birmingham, Alabama 35242</u>
Property Address:	<u>120 Doug Baker Blvd.</u> <u>Birmingham, Alabama 35242</u>	Date of Sale:	<u>October , 2016</u>
		Total Purchase Price:	<u>\$1,600,000.00</u>
		Or	
		Actual Value:	<u></u>
		Or	
		Assessor's Market Value:	<u></u>

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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other: <u></u>
<input checked="" type="checkbox"/> 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).

[SIGNATURES AND ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE(S).]

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 § 40-22-1(h).

Date: October, 2016

_____	Unattested
_____	(verified by)

POINTER DEVELOPMENT II, LLC (also known as Pointer Development II, L.L.C.), an Alabama limited liability company

(Grantor)

By: _____

Print Name: Charles A. Jett, Jr.

Title: Managing Member

Witness



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/02/2016 12:03:16 PM
\$229.00 CHARITY
20161102000402420
