


STATE OF ALABAMA     )  
SHELBY COUNTY         )

  
20170216000056940 1/5 \$77.00  
Shelby Cnty Judge of Probate, AL  
02/16/2017 03:26:56 PM FILED/CERT

## GENERAL WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Seven Hundred Fifty Thousand Dollars (\$750,000.00), and other good and valuable consideration to the undersigned Grantor, **OXMOOR VALLEY SALES, L.L.C., an Alabama Limited Liability Company**, in hand paid by **CATANESE LAND, LLC, an Alabama Limited Liability Company**, the receipt whereof is acknowledged, the said **OXMOOR VALLEY SALES, L.L.C.** (herein referred to as "Grantor"), does by these presents grant, bargain, sell and convey unto **CATANESE LAND, LLC** (herein referred to as "Grantee"), the following described real estate situated in Shelby County, Alabama, together with all improvements, fixtures and appurtenances, to wit:

**PARCEL I:**

**A parcel of land situated in the SW ¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:**

**Commence at the NW corner of the SW ¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 02 degrees 05 minutes 11 seconds East, a distance of 1,330.16'; thence North 89 degrees 44 minutes 27 seconds East, a distance of 198.84' to a point on the Easterly right-of-way of CSX Railroad; thence South 01 degrees 36 minutes 18 seconds East, along said right-of-way a distance of 361.37; thence South 01 degrees 38 minutes 20 seconds East, along said right-of-way a distance of 300.00' to the POINT OF BEGINNING; thence continue Southerly along said line, a distance of 169.20'; thence North 87 degrees 56 minutes 17 seconds East, and leaving said right-of-way a distance of 289.27'; thence South 09 degrees, 38 minutes 07 seconds East, a distance of 31.04'; thence North 74 degrees 51 minutes 53 seconds East, a distance of 25.12'; thence North 10 degrees 11 minutes 14 seconds West, a distance of 126.84'; thence South 76 degrees 40 minutes 52 seconds West, a distance of 10.50'; thence North 11 degrees 40 minutes 51 seconds West, a distance of 97.00'; thence North 72 degrees 37 minutes 08 seconds East, a distance of 96.03' to a point on the Westerly right-of-way of U.S. Hwy 31; thence North 17 degrees 46 minutes 42 seconds West, along said right-of-way a distance of 48.90'; thence South 72 degrees 27 minutes 50 seconds West, and leaving said right-of-way a distance of 364.74' to the POINT OF BEGINNING. Parcel No. 13-6-24-3-002-012.009  
Situating in Shelby County, Alabama.**

**PARCEL II:**

**Lot 2, and part of Lot 1, Keystone Commercial Complex, as recorded in Map Book 21, Page 62, in the Probate Office of Shelby County, Alabama, City of Pelham, located in the Southwest ¼ of the Southwest ¼ of Section 24, Township 20 South, Range 3 West, being more particularly described as follows:**

**Begin at the Northwest corner of said Lot 2; thence South 89 degrees 56 minutes 35 seconds East along the North boundary line of said Lots 1 and 2 a distance of 175.02 feet; thence South 0 degrees 05 minutes 17 seconds West a distance of 175.54 feet to a point on the Northerly right of way line of Keystone Court, said point also lying on a curve to the left having a radius of 50.0 feet, a central angle of 100 degrees 55 minutes 54 seconds and subtended by a chord which bears South 43 degrees 40 minutes 39 seconds West a distance of 77.12 feet; thence along the arc of said curve and said right of way line a distance of 88.08 feet; thence leaving said right of way line, North 90 degrees 00 minutes 00 seconds West along the Southerly boundary line of said Lot 2 a distance of 121.84 feet to a point on the Easterly right of way line of a 100 foot CTX Transportation Railroad right of way; thence North 0 degrees 05 minutes 17 seconds East along said right of way line and along the West boundary line of said Lot 2 for a distance of 231.49 feet to the point of beginning. Situated, lying and being in Shelby County, Alabama. Parcel No. 13-6-3-002-012.002**

**This conveyance is hereby made subject to the following:**

**AS TO PARCEL I:**

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Volume 303, Page 226.
2. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Volume 92, Page 437; Deed Volume 107, Page 533; Deed Volume 138, Page 52 and Deed Volume 102, Page 35.
3. Easement to the City of Pelham recorded in Deed Volume 337, Page 525, Instrument # 1994-15392 and Instrument # 1997-16830.
4. Easement as set out in Instrument # 20020910000431890 and Map Book 30, Page 49.
5. Restrictions appearing of record in Instrument # 2000-24549. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status,

or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

6. Sanitary Sewer, Drainage, Utility and Non-Exclusive Ingress/Egress Easement as set out in Map Book 32, Page 115.

**AS TO PARCEL II:**

7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 303, Page 226.
8. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 102, Page 204; Deed Book 170, Page 245; and Deed Book 172, Page 426.
9. Right of Way to Shelby County as recorded in Deed Book 167, Page 357.
10. Easement as shown on recorded map.

**AS TO PARCELS I AND II:**

11. Taxes or assessments for 2017 and subsequent years and not yet due and payable.

Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) of the consideration recited herein is represented by the proceeds of a Purchase Money Mortgage loan executed simultaneously with the execution and delivery of this deed.

In further consideration of the purchase price to the undersigned Grantor in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, the Grantee agrees for itself, its successors and assigns, that no part of Parcel I or Parcel II may be sold, leased or used, now or at any time in the future, for use as a retail or wholesale new or used motorcycle dealership, parts, services or repair facility. This restriction shall be considered and construed as a covenant running with the land and shall bind any purchaser, his or her heirs, personal representatives, successors and assigns of said property or any part or parts thereof. This restriction shall remain in effect for ten (10) years from the date of this instrument, and any violations may be enjoined by Grantor, its successors and assigns.

**TO HAVE AND TO HOLD** all and singular, the above-described premises, together with improvements, fixtures and appurtenances, unto the said Grantee, its successors and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that the



premises are free from all encumbrances unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, Oxmoor Valley Sales, L.L.C., by its duly authorized Member, Thomas D. Barton, who is authorized to execute this conveyance, has set its signature and seal on this 15<sup>th</sup> day of February, 2017.

**OXMOOR VALLEY SALES, L.L.C., an  
Alabama Limited Liability Company,  
GRANTOR:**

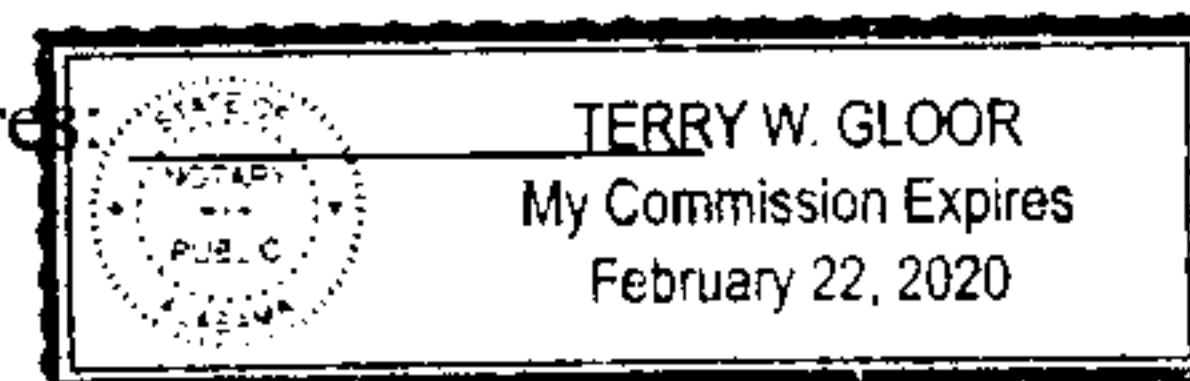
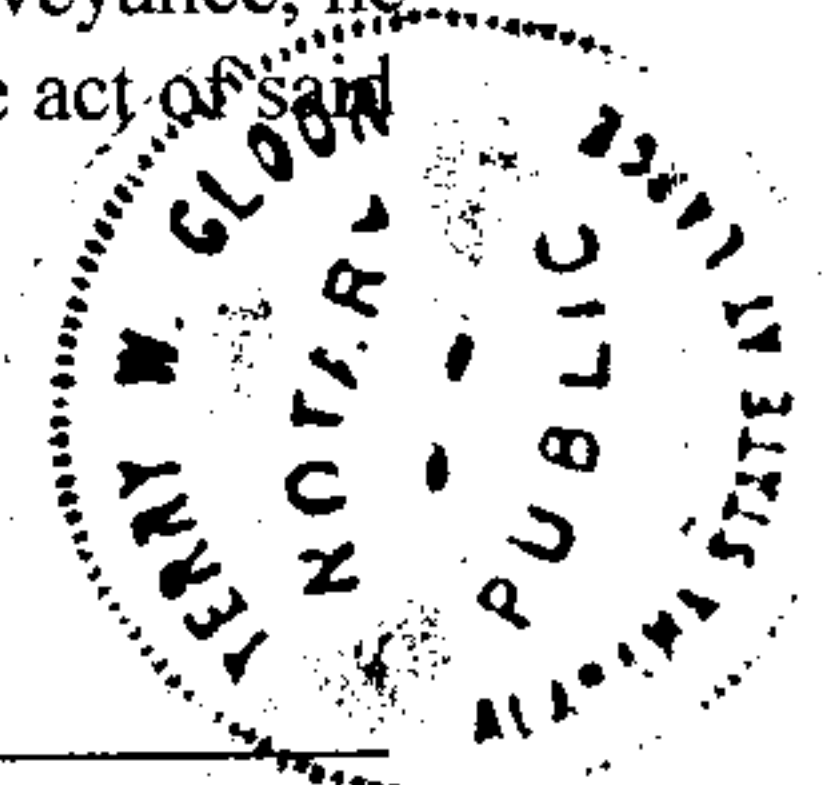
By: Thomas D. Barton  
Thomas D. Barton

**STATE OF ALABAMA     )  
JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **THOMAS D. BARTON, as the Authorized Member of Oxmoor Valley Sales, L.L.C.**, whose name 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 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 official seal this 15<sup>th</sup> day of February, 2017.

Terry W. Gloor  
Notary Public  
My Commission Expires:



**THIS INSTRUMENT PREPARED BY:**

Terry W. Gloor  
GLOOR, STRICKLAND & HAGGERTY, LLP  
100 Williamsburg Office Park  
Suite 100  
Birmingham, AL 35216

**SEND TAX NOTICE TO:**

Catanese Land, LLC  
4643 Highway 280  
Suite M  
Birmingham, AL 35242



# Real Estate Sales Validation Form

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

Grantor's Name Amoor Valley Sales, LLC  
Mailing Address 119-B Citation Court  
Bham, AL 35209

Grantee's Name Cataneese Land, LLC  
Mailing Address 4643 Highway 280  
Suite M  
Bham AL 35242

Property Address 400 Citation Court  
Peelham, AL 35124

Date of Sale February 15, 2017  
Total Purchase Price \$ 750,000.00

or  
Actual Value \$

or  
Assessor's Market Value \$

Parcel # 13-6-24-3-002-012.002  
13-6-24-3-002-012.009

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 02/15/17

Print Terry W. Glor (205) 822-1223

Unattested



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Shelby Cnty Judge of Probate, AL  
02/16/2017 03:26:56 PM FILED/CERT

Sign

Terry W. Glor, Atty for Seller

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1