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05/02/2017 02:19:58 PM
DEEDS 1/6

Send Tax Notice To:
R. Barry Clements and S. Clare Clements
45 El Camino Real
Chelsea, AL 35043

This instrument was prepared by:
Baker Findley
CORLEY MONCUS, P.C.
728 Shades Creek Parkway, Suite 100
Birmingham, Alabama 35209
205.879.5959

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on the 28th day of April, 2017, by **54 CHESSER, LLC**, an Alabama limited liability company (the "Grantor") to **R. BARRY CLEMENTS** and **S. CLARE CLEMENTS**, husband and wife, as Joint Tenants, with Rights of Survivorship (collectively, the "Grantees").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Six Hundred Seventy Five Thousand and no/100 Dollars (\$675,000.00) in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantees that certain real property situated in Shelby County, Alabama, the following described property (the "Property"):

See attached Exhibit "A."

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property.

This conveyance is subject to those matters set forth on Exhibit "B" attached hereto.

The entire Purchase Price recited below was paid from the proceeds of a mortgage loan recorded simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

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

Pursuant to the provisions of the Code of Alabama § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:

54 Chesser, LLC
54 Chesser Crane Road
Chelsea, AL 35043

Grantees' Names and Mailing Address:

R. Barry Clements and S. Clare Clements
45 El Camino Real
Chelsea, AL 35043

Property Address:

114 Chesser Crane Road
Birmingham, AL 35043

Purchase Price:

\$675,000.00

The Purchase Price of the Property can be verified by the Closing Statement.

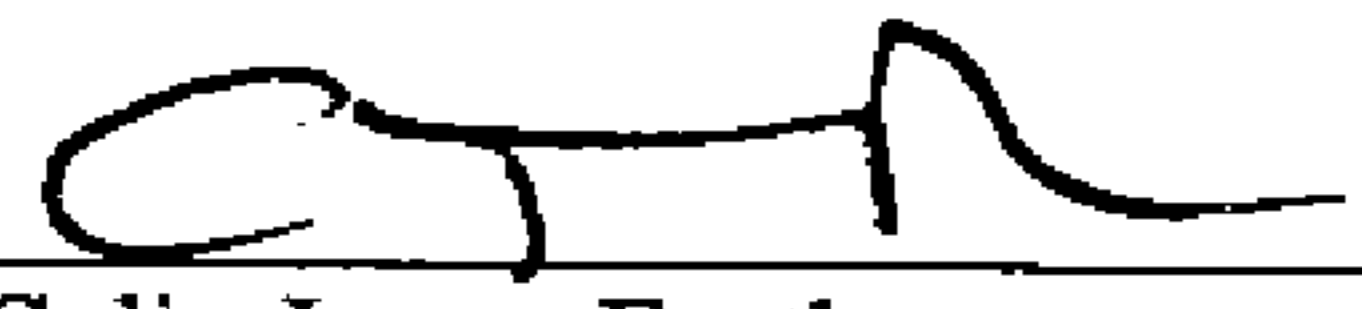
[Signature page to follow]

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed as of the date first written above.

GRANTOR:

54 CHESSER, LLC, an Alabama limited liability company

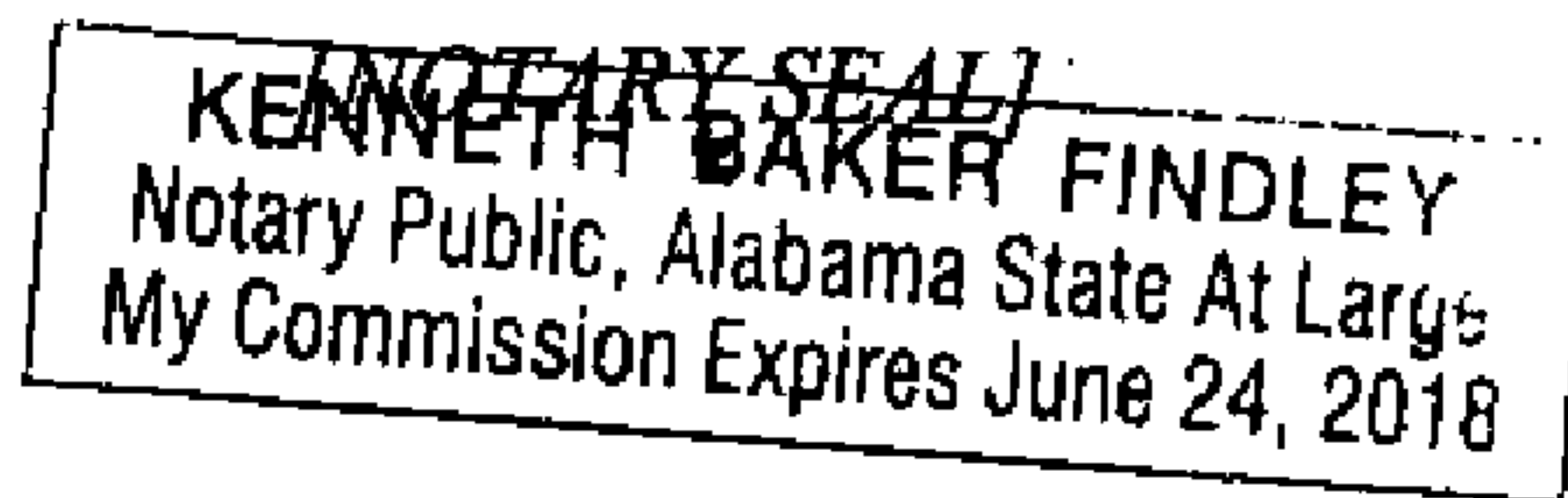
By: 
Name: William Randall Dow, Jr.
Title: Member

By: 
Name: Colin James Feather
Title: Member

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Randall Dow, Jr., a Member of 54 Chesser, LLC, an Alabama limited liability company, whose name 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 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 the 28th day of April, 2017.




NOTARY PUBLIC
My Commission Expires: 6-24-18

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Colin James Feather, a Member of 54 Chesser, LLC, an Alabama limited liability company, whose name 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 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 the 28th day of April, 2017.

[NOTARY SEAL]

KENNETH BAKER FINCH
Notary Public, Alabama State At
My Commission Expires June 24, 2018


NOTARY PUBLIC
My Commission Expires: 6.24.18

EXHIBIT "A"

[Legal Description]

Lot 1, according to the Survey of Taranis Subdivision, a commercial subdivision, as recorded in Map Book 43, Page 23, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH a nonexclusive easement for ingress and egress as set forth in that certain Declaration of Reciprocal Access Easement by and between Aliant Bank and First Unity Security Bank dated July 5, 2012 and recorded in Inst. #20120918000355130.

EXHIBIT "B"

[Permitted Exceptions]

1. Taxes or assessments for 2017 and subsequent years not yet due and payable.
2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to oil, gas, sand and gravel in, on and under subject property.
3. Easements, restrictions and setback lines as shown on recorded map, Map Book 43, Page 23.
4. Notes as shown on recorded map(s), Map Book 43, Page 23.
5. Water line on southerly property line, power lines and transformer, fiber optic lines, sewer lift station and restrictions shown on Taranis Subdivision as recorded in Map Book 43, Page 23, in the Probate Office of Shelby County, Alabama.
6. Restrictions, conditions, covenants and declaration appearing of record in Inst. # 1996-11736, in the Probate Office of Shelby County, Alabama.
7. Right of way granted to Alabama Power Company by instruments recorded in Deed Book 141, Page 198; Deed Book 102, Page 138; Deed Book 102, Page 931, and Inst. # 2008-46889, in the Probate Office of Shelby County, Alabama.
8. Right of way to Southern Bell Telephone and Telegraph Company as recorded in Deed Book 320, Page 931, in the Probate Office of Shelby County, Alabama.
9. Terms and conditions contained in that certain Declaration of Reciprocal Access Easement recorded in Inst. # 20120918000355130.
10. Riparian rights incident to Yellow Leaf Creek.
11. Mineral and Mining rights and rights incident thereto recorded in Deed Book 13, Page 180; Deed Book 324, Page 556; Deed Book 113, Page 218; Deed Book 336, Page 4, and Deed Book 330, Page 621, in the Probate Office of Shelby County, Alabama.
12. Grading and Drainage Easement as recorded in Inst. # 1998-40007, in the Probate Office of Shelby County, Alabama.
13. Right of way to Shelby County as recorded in Deed Book 135, Page 121, in the Probate Office of Shelby County, Alabama.
14. Easement to the City of Chelsea as recorded in Inst. # 20050427000200190, in the Probate Office of Shelby County, Alabama,
15. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Inst. # 20081218000468890, in the Probate Office of Shelby County, Alabama.
16. Easement as shown in instrument recorded in Inst. # 20070212000064850, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/02/2017 02:19:58 PM
\$31.00 CHERRY
20170502000151450

Statutory Warranty Deed
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A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the bottom right of the page.