

20170627000229460
06/27/2017 11:56:35 AM
DEEDS 1/5

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

Documentary Evidence:
Closing Statement

SEND TAX NOTICE TO:
CLT Investments, LLC
1400 McCain Parkway
Pelham, AL 35124

STATUTORY
WARRANTY DEED

STATE OF ALABAMA)
 : KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHELBY)

That in consideration of Two Hundred Ninety Thousand and No/100 Dollars (\$290,000.00), which is the total purchase price, in hand paid to the undersigned, H. Monroe Properties, L.L.C., an Alabama limited liability company (hereinafter referred to as "GRANTOR"), by CLT Investments, LLC (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO:

- 1. Any mining or mineral rights leased, granted or retained by current or prior owners;
- 2. Taxes or assessments for 2017 and subsequent years and not yet due and payable;
- 3. Any and all encumbrances, easements, conditions and restrictions of record, and not of record; and
- 4. See attached Exhibit "B".

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

GRANTOR makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the GRANTOR has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the GRANTOR.

This property does not constitute the homestead of GRANTOR.

IN WITNESS WHEREOF, the undersigned representative of GRANTOR has hereto set his signature and the seal of said company this 23 day of June, 2017.

H. Monroe Properties, L.L.C.


By: Henry E. Monroe (SEAL)
Its: Managing Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Henry E. Monroe, whose name as Member of H. Monroe Properties, 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 document, he, as such Henry E. Monroe and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 23 day of June, 2017.


NOTARY PUBLIC
My commission expires: 5-23-20

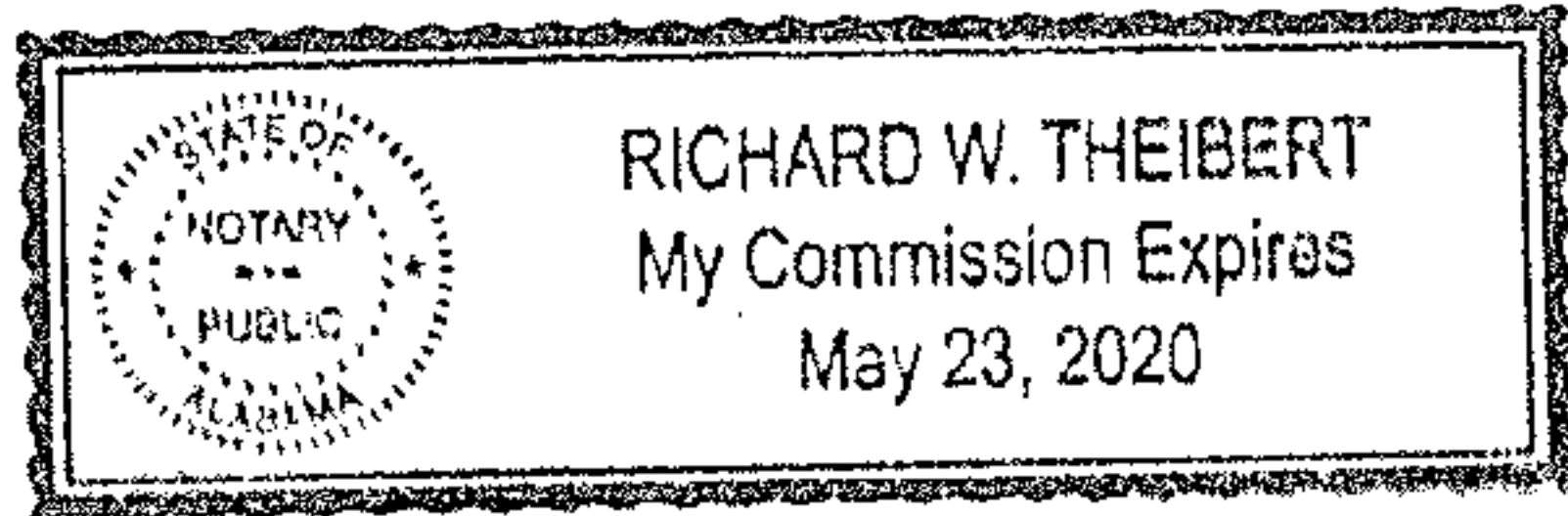


EXHIBIT "A" - LEGAL DESCRIPTION

Lot 3 of Monroe's Industrial Park, 4th Addition, as recorded in Map Book 31, page 117, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO: A parcel of land situated in Section 30, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of Lot 3 of Monroe's Industrial Park, 4th Addition, as recorded in Map Book 31, page 117, in the Office of the Judge of Probate of Shelby County, Alabama; thence N 00° 09' 32" W, a distance of 56.60 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 230.98 feet; thence N 89° 50' 28" E, a distance of 138.00 feet; thence S 00° 09' 32" E, a distance of 121.65 feet; thence S 51° 27' 16" W, a distance of 121.65 feet; thence S 51° 27' 16" W, a distance of 176.06 feet to the POINT OF BEGINNING.

ALSO AND INCLUDING on Ingress/Egress Easement being more particularly described as follows:

Commence at the SE corner of Lot 3 of Monroe's Industrial Park, 4th Addition, as recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence N 00° 09' 32" W, a distance of 247.58 feet; thence S 89° 47' 36" W, a distance of 174.50 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 35.52 feet; thence N 15° 22' 16" W, a distance of 61.81 feet to a point on the Southerly ROW line of Monroe Drive, 60 foot ROW, said point also being the beginning of a non-tangent curve to the left, having a radius of 50.00, a central angle of 46° 23' 51", and subtended by a chord which bears N 21° 12' 59" E, and a chord distance of 39.39 feet; thence along the arc of said curve and said ROW line, a distance of 40.49 feet; thence S 40° 48' 31" E and leaving said ROW line, a distance of 47.75 feet; thence S 06° 07' 15" E, a distance of 60.39 feet to the POINT OF BEGINNING.

Exhibit "B"

Exceptions:

Easement(s) as shown by recorded map.

Restrictions appearing of record in Real 320, Page 378, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

Transmission line permit to Alabama Power Company, recorded in Deed Book 127, Page 408, in the Probate Office of Shelby County, Alabama.

Right of way to Southern Bell Telephone and Telegraph Company, as recorded in Deed Book 180, Page 584, in the Probate Office of Shelby County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating there to, as recorded in Deed Book 336, Page 430 and Shelby Real 15, Page 373, in the Probate Office of Shelby County, Alabama.

Right of way to sanitary sewer, recorded in Deed Book 2002, Page 10513, in the Probate Office of Shelby County, Alabama.

Sewer Covenant recorded in Instrument 1998-16767 and Instrument 1998-32911 in the Probate Office of Shelby County, Alabama.

Restrictions, Limitations, Covenants, and other provisions appearing of record in Map Book 27, Page 10 and Map Book 28, Page 40.

Less and except any portion of subject property lying within a road right of way.

Less and except any portion of subject property lying within a railroad right of way.

Roadway and Easement Agreement as recorded in Instrument 20061127000574740, in the Probate Office of Shelby County, Alabama.

REAL ESTATE SALES VALIDATION QUESTIONNAIRE

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

Grantor's Name:

H. Monroe Properties, L.L.C.

Grantee's Name:

CLT Investments, LLC

Mailing Address:

55 Monroe Drive
Pelham, AL 35124

Mailing Address:

1400 McCain Parkway
Pelham, AL 35124

Property Address:

No street address at this time
(Monroe Drive in Pelham, AL)Date of Sale: June 23, 2017

Total Purchase Price: \$290,000.00

or

Current Assessor's MV: \$ _____

Documentary Evidence provided:

☒ Closing Statement☐ Bill of Sale☐ Sales Contract☐ Other: _____

Affidavit of Exception

Mark the appropriate situation upon which an exception is based.

When transfer of title to real estate or affidavit of equitable interest in real estate is made:

- ☐ Transfer of mortgage on real or personal property within this state upon which the mortgage tax has been paid.
- ☐ Deeds or instruments executed for a nominal consideration for the purpose of perfecting the title to real estate.
- ☐ Re-recording of corrected mortgage, deed, or instrument executed for the purpose of perfecting the title to real estate or personal property, specifically, but not limited to, corrections of maturity dates thereof, and deeds and other instruments or conveyances, executed prior to October, 1923.
- ☐ Instrument conveying only leasehold easement, or licenses or the recordation of copies of instruments evidencing original transfers of title to land by the United States or the State of Alabama.

I hereby affirm that to the best of my knowledge and belief the information contained in this document is true and complete.

Najjar Denaburg, P.C.

Date: 6/ 23 /2017

Sign: _____

By: Richard W. Theibert
Its: Attorney at Law
(Closing Agent)

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/27/2017 11:56:35 AM
\$317.00 CHERRY
20170627000229460

A handwritten signature in dark ink, appearing to read "James W. Fuhrmeister".