

20181022000373090
10/22/2018 09:24:49 AM
DEEDS 1/4

This Instrument Prepared By:

C. Ryan Sparks, Attorney
2635 Valleydale Road, Suite 200
Birmingham, Alabama 35244
DIRECT: 205-215-8433

Send Tax Notice To Grantees Address:

DAS Properties, Inc.
5409 Sunrise Drive
Birmingham, AL 35242

WARRANTY DEED

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS,

On this October 3, 2018, That for and in consideration of **TWO HUNDRED EIGHTY THOUSAND AND NO/100 (\$280,000.00) DOLLARS**, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR **MATERIAL DELIVERY SERVICE, INC., an Alabama corporation**, (herein referred to as "Grantor"), in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the GRANTEE, **DAS PROPERTIES, INC.**, (herein referred to as "Grantee"), Grantee's heirs and assigns, any and all of the respective Grantor's interest in the following-described Real Estate situated in, **SHELBY COUNTY, ALABAMA**, to wit:

A parcel of land situated in the East ½ of the SE ¼ of Section 18, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of the SE ¼ of Section 18, Township 22 South, Range 3 West; thence run South along the East line of the SE ¼ for a distance of 308.07 feet to the POINT OF BEGINNING thus obtained; thence continue South along the last described course for a distance of 611.23 feet to a point the NW right of way of the Southern Railroad; thence turn an angle to the right of 31 degrees 31 minutes 28 seconds and run Southwest along the said Northwest right of way for a distance of 1365.42 feet; thence turn an angle to the right of 59 degrees 25 minutes 35 seconds and run West for a distance of 314.21 feet; thence turn an angle to the right of 100 degrees 23 minutes 22 seconds and run Northeast for a distance of 1128.25 feet; thence turn an angle to the right of 39 degrees 11 minutes 52 seconds and run Northeast for a distance of 1044.28 feet to the POINT OF BEGINNING.

ALSO, a 60 foot non-exclusive easement for ingress and egress described as follows:

Commence at the NE corner of the SE ¼ of Section 18, Township 22 South, Range 3 West, thence run South along the East line of the SE ¼ for a distance of 308.07 feet; thence turn an angle to the right of 50 degrees, 32 minutes 17 seconds and run Southwest for a distance of 1044.28 feet to the POINT OF BEGINNING of the centerline of a 60 foot easement for Ingress, Egress and Utilities; thence turn an angle to the right of 40 degrees 22 minutes 24 seconds and run West for a distance of 340.52 feet; thence turn an angle to the left of 16 degrees 26 minutes 53 seconds and run Southwest for a distance of 1304.82 feet; thence turn an angle to the left of 101 degrees 18 minutes 50 seconds and run Southeast for a distance of 390.14 feet; thence turn an angle to the right of 76 degrees 16 minutes and run Southwest for a distance of 270.34 feet to a point on the East right of way of Pebble Road and the End of said centerline.

Subject to:

1. General and special taxes or assessments for the year 2016 and subsequent years not yet due and payable.
2. Municipal improvements, taxes, assessments, and fire district dues against subject property, if any.
3. Mineral and mining rights not owned by Grantors.
4. Any applicable zoning ordinances.
5. Easements, encroachments, building set back lines, rights-of-ways as shown of record by recorded plat or other recorded instrument, including any amendments thereto.
6. All matters, facts, easements, restrictions, assessments, covenants, agreements and all other terms and provisions of record.
7. Right of way granted to Alabama Power Company by instruments recorded in Deed Book 102, Page 307; Deed Book 102, Page 309, Deed Book 130, Page 144 and Deed Book 269, Page 867.
8. Restrictions as set out in instrument No. 1995-28865.
9. Rights of others to use the 60 foot non-exclusive easement for ingress and egress and utilities.
10. Agreement and easement for maintenance of public road as recorded in Instrument No. 2012031500009129.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, Grantee's heirs and assigns forever.

AND SAID GRANTORS, for said GRANTORS', GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all liens and encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any restrictions pertaining to the Real Estate of record in the Probate Office of SHELBY COUNTY; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hands and seals on this day of October 3, 2018.

GRANTOR:

Material Delivery Service, Inc.

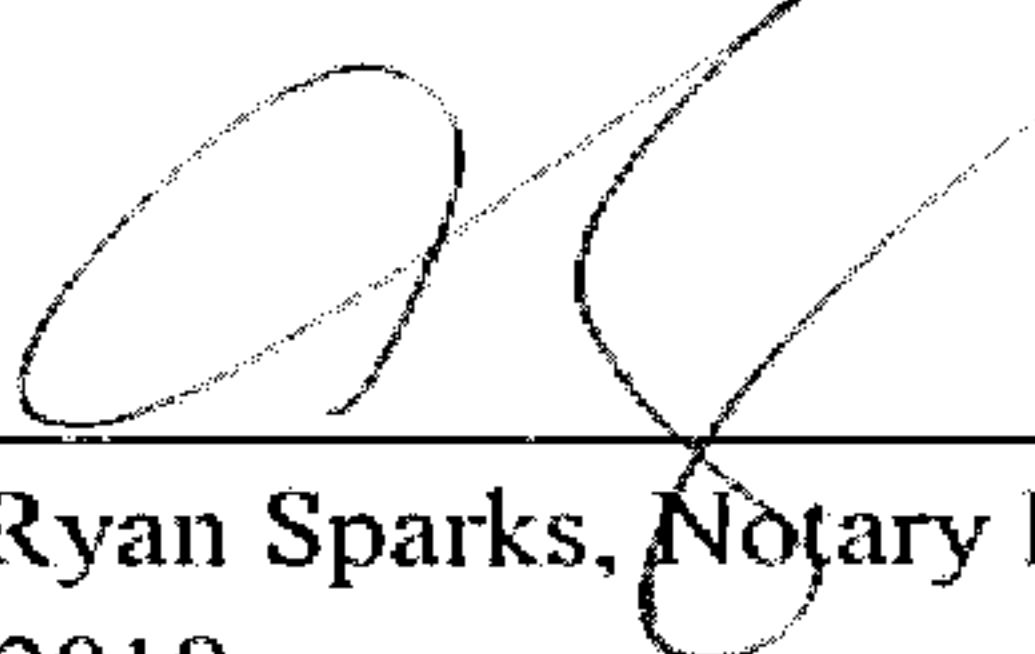


By: Robert B. Schilli, as President

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Material Delivery Service, Inc., by Robert B. Schilli, as President, whose name is signed to the above and foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Material Delivery Service, Inc., by Robert B. Schilli, as President executed the same voluntarily with full authority as President of said corporation, on the day the same bears date.

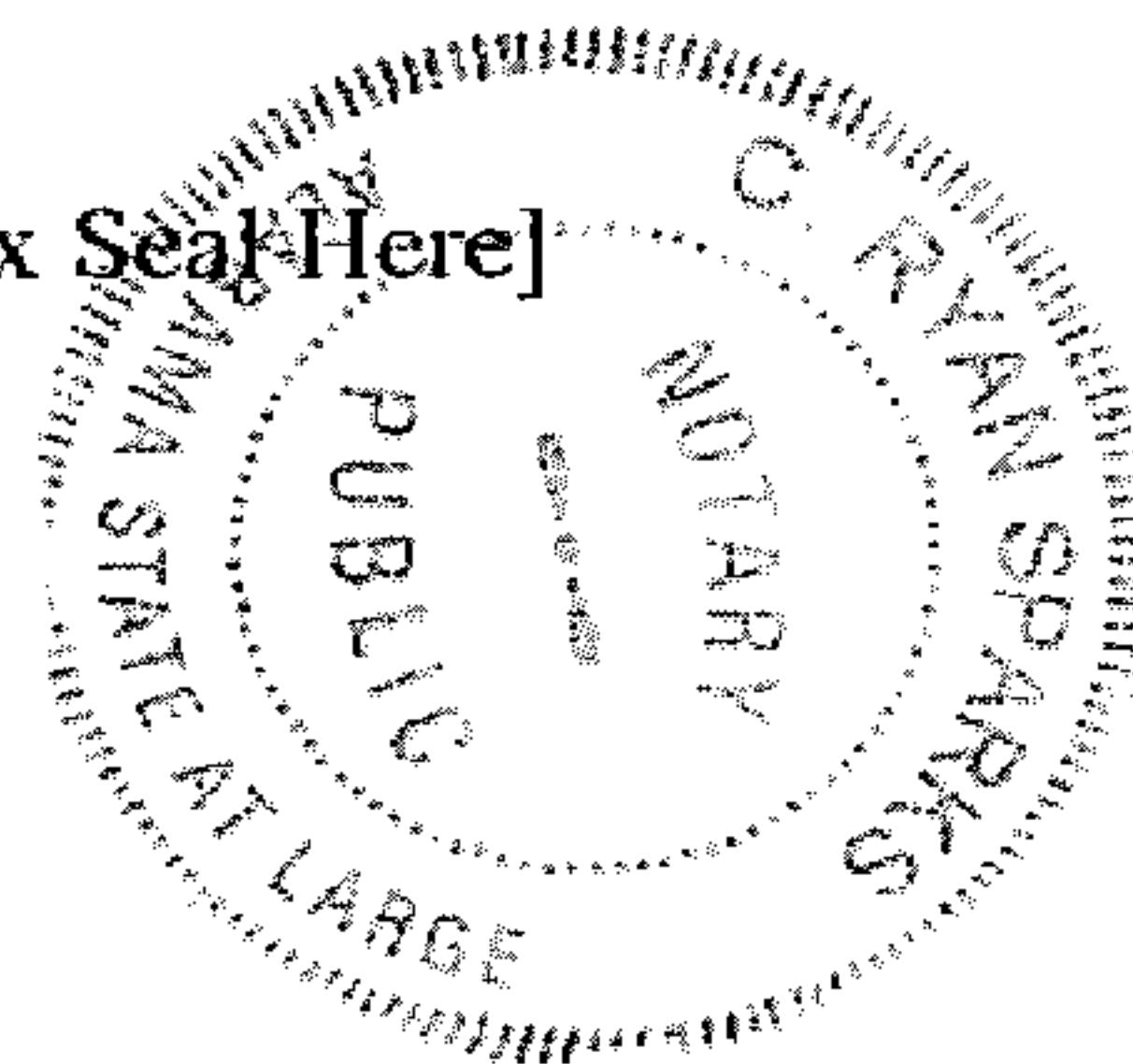
IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hands and seals on this day of October 3, 2018.



C. Ryan Sparks, Notary Public

My Commission Expires: December 14, 2019

[Affix Seal Here]



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>Material Delivery Service Inc.</u>	Grantee's Name	<u>DAS Properties, Inc.</u>
Mailing Address	<u>5409 Sunrise Drive</u> <u>Birmingham, AL 35242</u>	Mailing Address	<u>5409 Sunrise Drive</u> <u>Birmingham, AL 35242</u>
Property Address	<u>460 Mane Ranch Circle</u> <u>Montevallo, AL 35115</u>	Date of Sale	<u>10/03/18</u>
		Total Purchase Price	<u>\$ 280,000.00</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)

☒ 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 10/13/18Print C. Ryan Sparks

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 10/22/2018 09:24:49 AM
 \$304.00 CHERRY
 20181022000373090

Allen S. Bayl