

**Upon recording return this instrument to:**

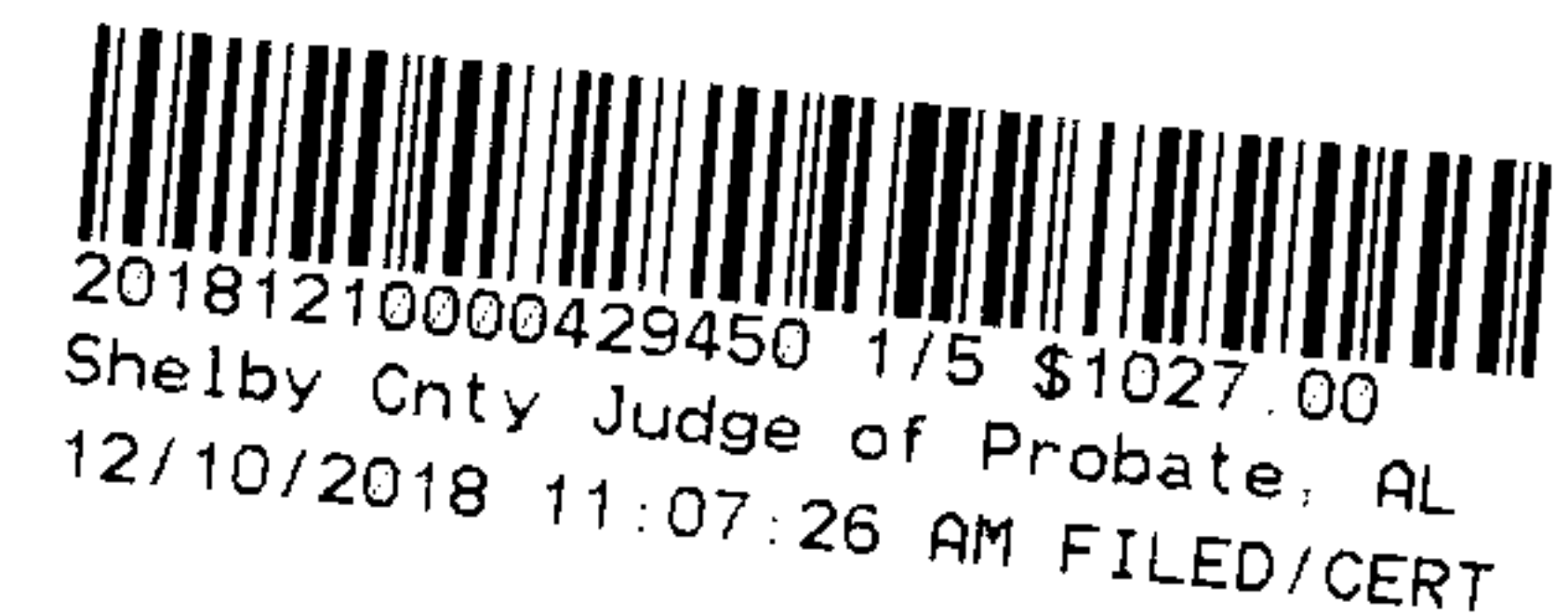
M3 Properties, LLC  
960 Forestdale Boulevard  
Birmingham, Alabama 35214  
Attention: Jimmy E. Mitchell

**This instrument was prepared by:**

Michael M. Partain, Esq.  
Attorney at Law  
Michael M. Partain, LLC  
The Kress Building  
301 Nineteenth Street, Suite 501  
Birmingham, Alabama 3520

**Mail tax notice to:**

M3 Properties, LLC  
960 Forestdale Boulevard  
Birmingham, Alabama 35214  
Attention: Jimmy E. Mitchell



STATE OF ALABAMA                     )  
COUNTY OF SHELBY                 )

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **Covenant Bank** now known as **Millennial Bank**, an Alabama banking corporation (hereinafter referred to as the "Grantor" whether one or more), in hand paid by **M3 Properties, LLC**, an Alabama limited liability company (hereinafter referred to as the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantee that certain parcel of real estate situated in Shelby County, Alabama, being more fully described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

TOGETHER WITH all and singular, the rights, tenements, appurtenances, and hereditaments thereunto belonging or in any ways appertaining to the Property unto the Grantee, and its heirs, successors, and assigns forever, in fee simple, free and clear of all liens and encumbrances, unless otherwise set forth herein on **EXHIBIT B** attached hereto and incorporated herein by this reference.

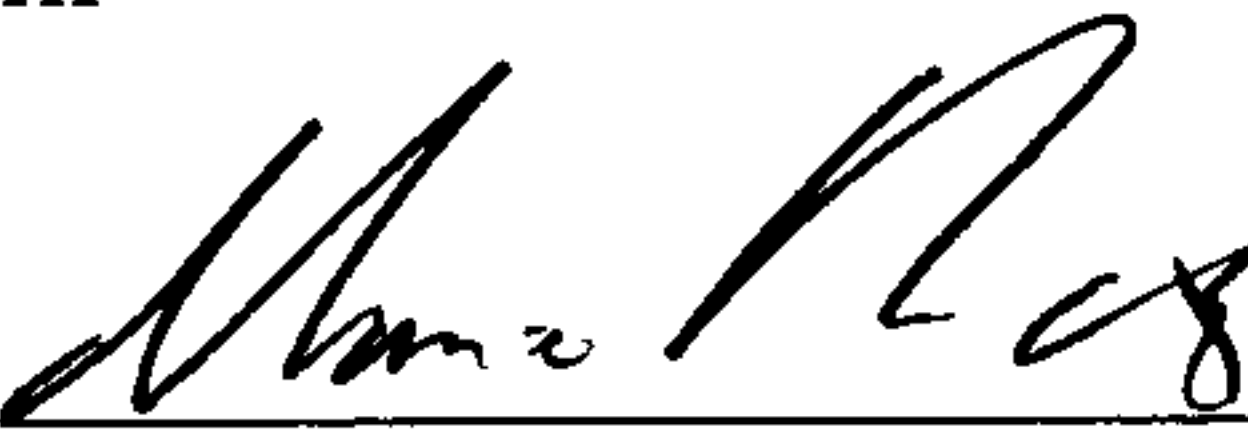
TO HAVE AND TO HOLD unto to the Grantee, its heirs, successors, and assigns forever.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee, its heirs, successors, and assigns, that the Grantor is lawfully seized in fee simple of the Property; that it is free from all encumbrances, unless otherwise noted above; that the Grantor has a good right to sell and convey the Property as aforesaid; that the Grantor shall and the Grantor's successors and assigns shall warrant and defend the Property to the Grantee, its heirs, successors, and assigns, forever, against the lawful claims of all persons claiming by, through, or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer or representative as of the 28<sup>th</sup> day of November, 2018.

Grantor:

**Covenant Bank** now known as **Millennial Bank**

By: 

Name: Matt Rockett

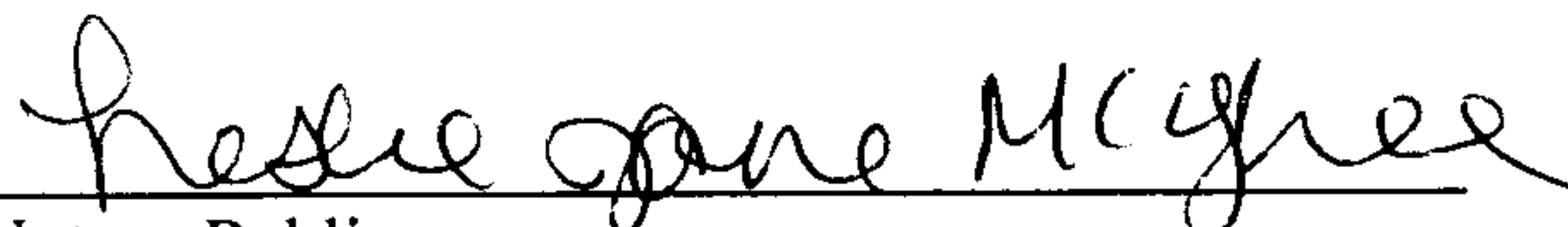
Its: PRESIDENT

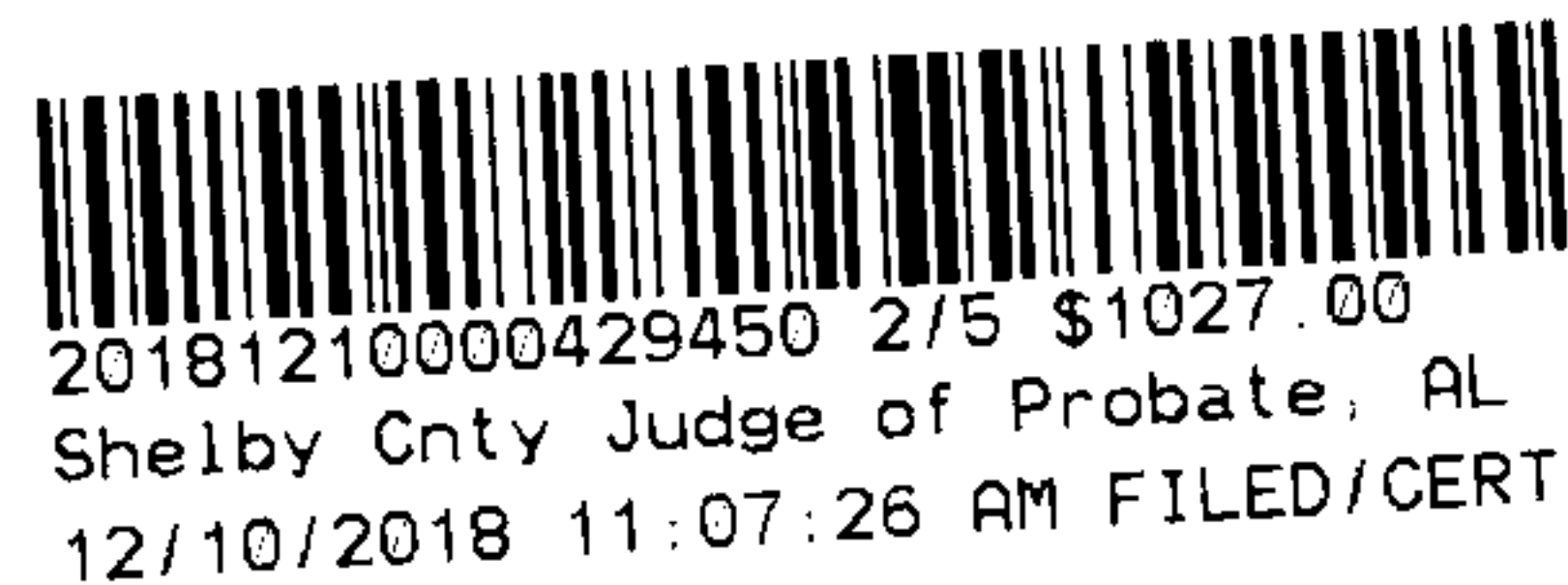
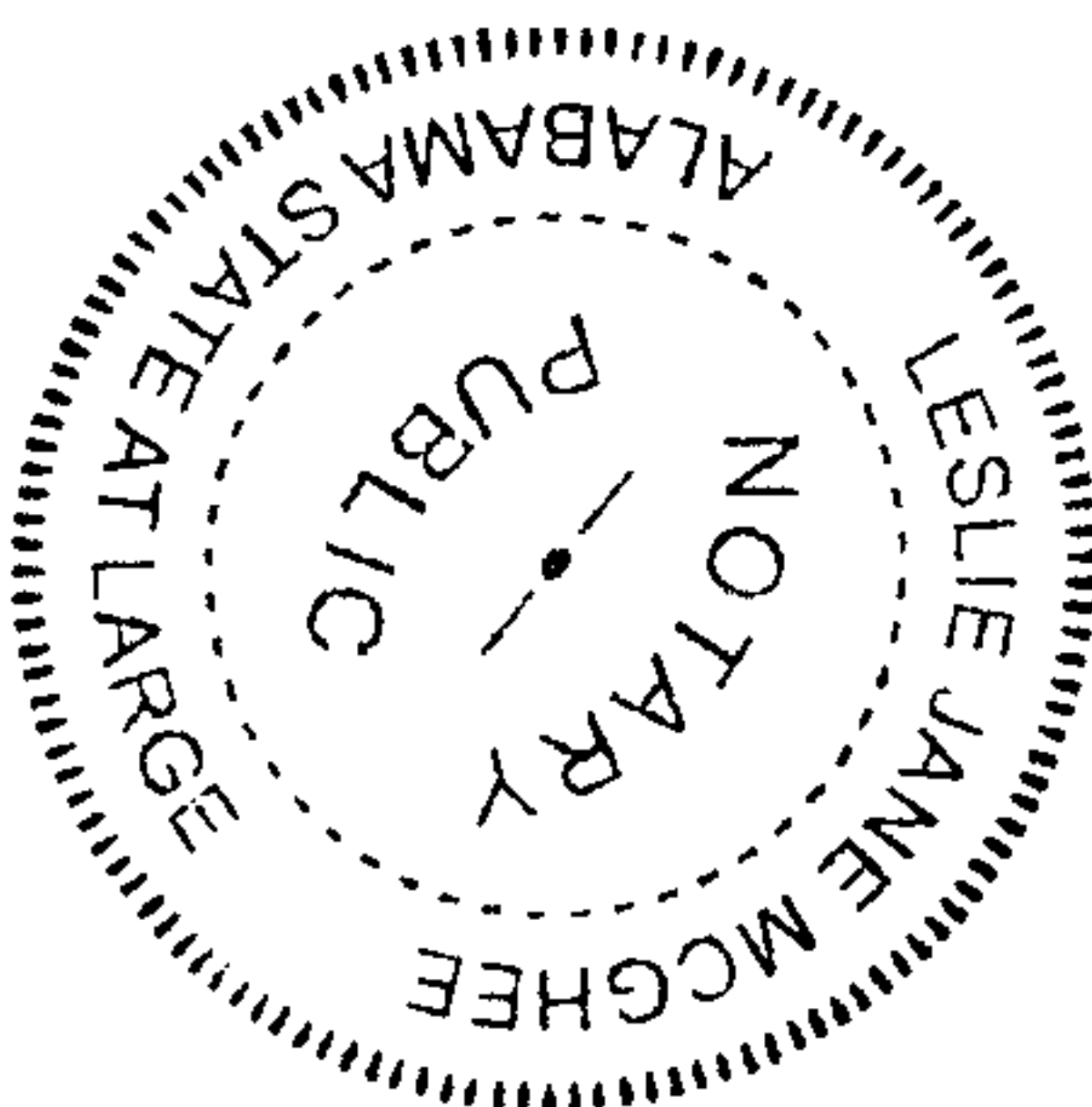
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for the State and County certify that Matt Rockett, whose name as President of **Covenant Bank** now known as **Millennial Bank**, an Alabama banking corporation, 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, in such capacity and with full authority, did execute the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this 28<sup>th</sup> day of November, 2018.

[NOTORIAL SEAL]

  
Notary Public  
My commission expires: 8/3/21



## **EXHIBIT A**

### **Legal Description**

Lot 1, according to the survey of The Village at Lee Branch, Sector 2, as recorded in Map Book 33, Page 3, in the Office of the Judge of Probate of Shelby County, Alabama.




20181210000429450 3/5 \$1027.00  
Shelby Cnty Judge of Probate, AL  
12/10/2018 11:07:26 AM FILED/CERT



## **EXHIBIT B**

### **Permitted Encumbrances**

1. Taxes due in the year of 2019, a lien, but not yet payable, until October 1, 2019.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any facts, rights, interest, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.
4. Subject to the easements and building set back lines as shown in Map Book 33, Page 3, in the Probate Office of Shelby County, Alabama.
5. Subject to the terms, conditions, restrictions, limitations and covenants as set forth in deed recorded in Instrument 20080821000338010 in said Probate Office.
6. Subject to a reservation of a Sign Easement in favor of the grantor in the deed recorded in Instrument 20080821000338010 in said Probate Office.
7. Easements and right of way granted to Alabama Power Company recorded in Deed Book 309, Page 660; Deed Book 126, Page 188; and Deed Book 134, Page 550, in said Probate Office.
8. Subject to prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property as recorded in Deed Book 275, Page 762, in said Probate Office.
9. Subject to a right of way to Shelby County as recorded in Deed Book 135, Page 61, in said Probate Office.

  
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Shelby Cnty Judge of Probate, AL  
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## Real Estate Sales Validation Form

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

Grantor's Name Covenant Bank now known as Millennial Bank  
Mailing Address 7924 Parkway Drive  
Leeds, Alabama 35094

Grantee's Name M3 Properties, LLC  
Mailing Address 960 Forestdale Boulevard I  
Birmingham, Alabama 35214  
Attention: Jimmy E. Mitchell

Property Address Parcel Id. No. 09-3-06-0-001-004.000

Date of Sale 11-28, 2018

Total Purchase Price \$ 1,000,000.00

or

Actual Value \$

or

Assessor's Market Value \$

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

Print

Matt Roberts

Sign

[Signature]

((Grantor/Grantee/Owner/Agent) circle one

(verified by)

Print Form



20181210000429450 5/5 \$1027.00  
Shelby Cnty Judge of Probate, AL  
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Form RT-1