

**This instrument was prepared by:**

Jason E. Gilmore, Esq.  
Gordon, Dana & Gilmore, LLC  
600 University Park Place, Suite 100  
Birmingham, Alabama 35209

**Send Tax Notice To:**

SouthHall of Irondale, L.L.C.  
P.O. Box 101087  
Irondale, AL 35210

**STATUTORY WARRANTY DEED**

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

That in consideration of One Million Nine Hundred Thousand and No/100 Dollars (\$1,900,000.00) to **SERVISFIRST BANK** (hereinafter referred to as "GRANTOR") in hand paid by **SOUTHHALL OF IRONDALE, L.L.C.**, an Alabama limited liability company (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE, the real estate, situated in Shelby County, Alabama, and legally described on **Exhibit A** and which is incorporated by reference (hereinafter the "Real Estate").

The Real Estate is being conveyed "AS IS", "WHERE IS" and "WITH ALL FAULTS" and GRANTOR makes no warranty that the Real Estate is suitable for any particular purpose.

The Real Estate is being conveyed subject to the following items:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Real Estate.
2. Taxes and assessments for the year 2019 and subsequent years.
3. Restrictions, easements and building line as shown on map(s) recorded in Map Book 43, Page 25, Map Book 50, Page 41 and Map Book 26, Page 117.
4. Right of Way to Shelby County as recorded in Volume 244, Page 129 and Volume 239, Page 237.
5. Minerals of whatever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the property, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records.
6. 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 Volume 352, Page 805.

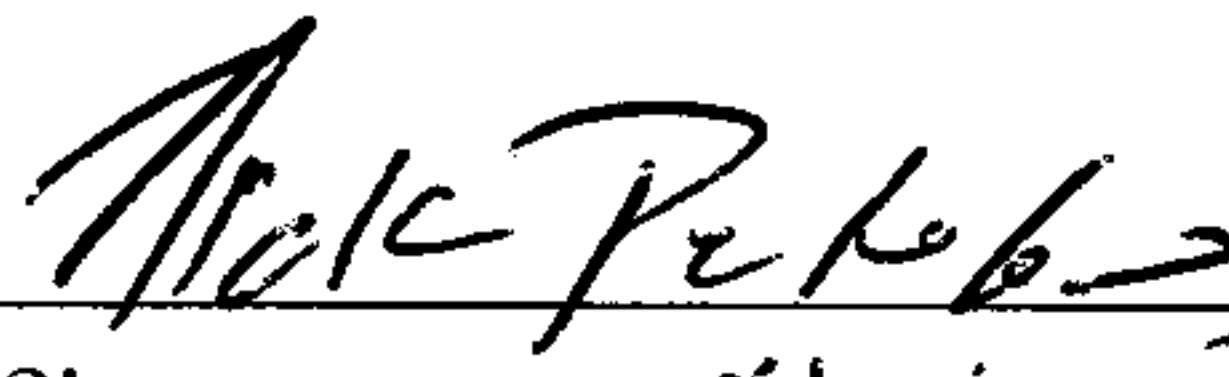
7. Release of damages as recorded in Volume 352, Page 805; Deed Book 328, Page 23, and Deed Book 328, Page 26.
8. Restrictive covenants as set out in Book 265, Page 628 and Deed Book 216, Page 123.
9. Memorandum of Lease by and between Cole Properties, LLC and Laco Woodworks, Inc. dated June 1, 2005, and recorded September 12, 2005 in instrument # 20050912000471330.
10. Subordination and Attornment Agreement as recorded in Instrument # 20070330000145460.
11. Subordination Agreement as recorded in Instrument # 20120619000216660.
12. Notes as shown on map recorded in Map Book 43, Page 25.
13. Notice is hereby given that the recorded subdivision map as recorded in Map Book 43, Page 25 contains on the face of same a statement pertaining to natural lime sink holes.
14. Covenants, rights and easements as set out in Deed Book 328, Page 26.
15. Mortgage, Security Agreement and Assignment of Rents and Leases executed by Alphus Cole to AmSouth Bank N.A., a national banking association, dated July 17, 1990, filed July 20, 1990 and recorded in Book 301, Page 379, in the Probate Office of Shelby County, Alabama.
16. Mortgage executed by Cole Properties, LLC to Wachovia Bank, National Association, in the amount of \$887,000.00, dated March 28, 2007, filed March 30, 2007 and recorded in Instrument # 20070330000145430; and modified in instrument # 20110712000202740, in the Probate Office of Shelby County, Alabama.
17. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Inst. # 2001-18566.
18. The present zoning classification.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the Real Estate unto GRANTEE against the claims of all persons owning, holding, or claiming by, through or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR'S acquisition of the bargained premises, and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the undersigned, who is authorized to execute this conveyance, on behalf of the Grantor has hereto set his signature and seal, this the 31st day of December, 2018.

SERVISFIRST BANK

By:

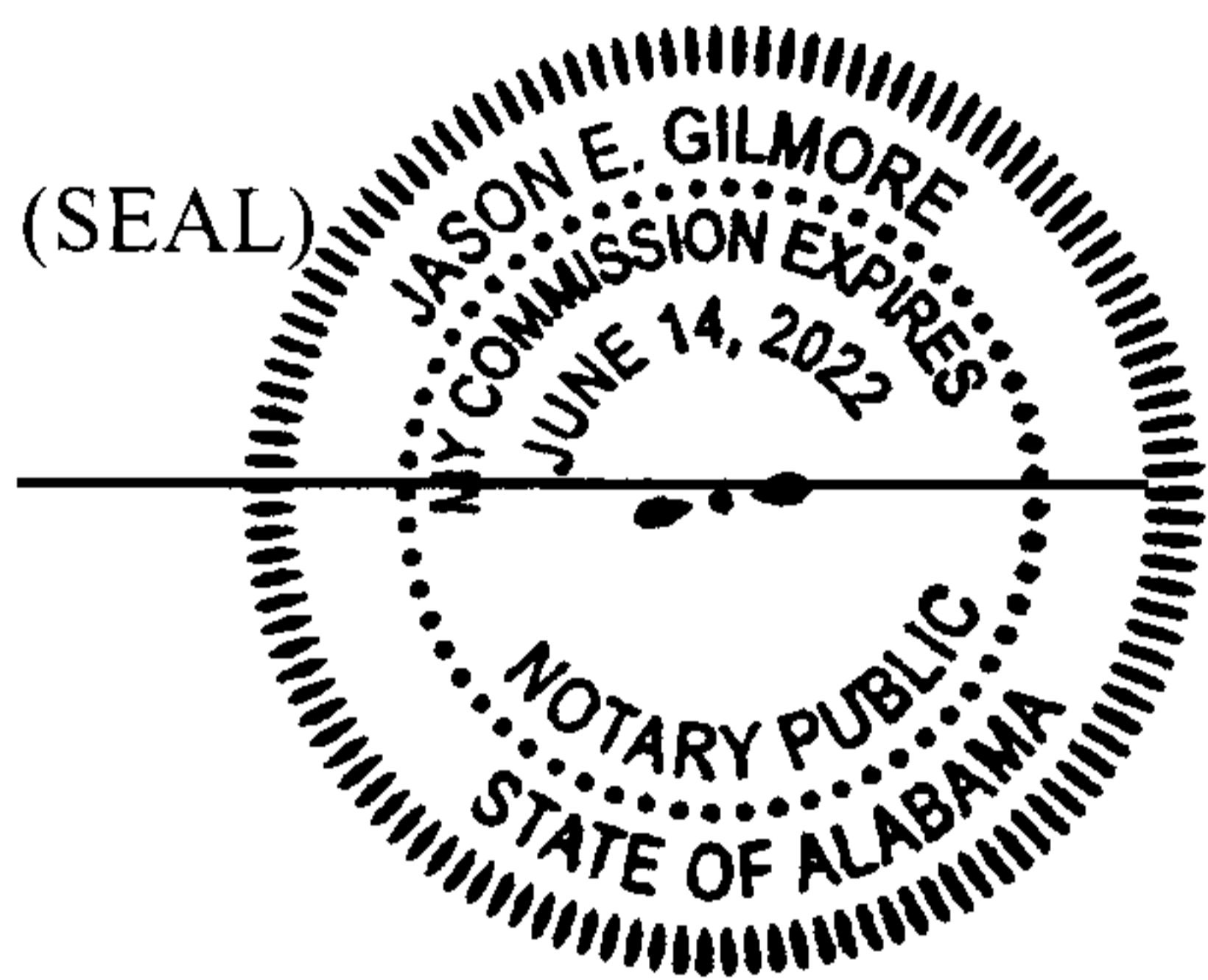
  
Name: Nick Petala  
Title: FVP

(Acknowledgment on next page)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nick Petelos, whose name as FIRST VICE PRESIDENT of ServisFirst Bank, 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 officer and with full authority, executed the same voluntarily for and as the act of ServisFirst Bank.

Given under my hand and official seal, this the 31st day of December, 2018.



Notary Public

My Commission Expires:

6/14/22



20190103000002380 3/5 \$1927.00  
Shelby Cnty Judge of Probate, AL  
01/03/2019 11:42:07 AM FILED/CERT

## EXHIBIT A

### PARCEL I:


Lot 1 and Lot 2B, according to a Resurvey of Laco Woodworks Subdivision, as recorded in Map Book 50, Page 41, in the Office of the Judge of Probate of Shelby County, Alabama.

### PARCEL II:

A portion of Lot 2B described as a portion of Lot 1, Commercial Court, as recorded in Map Book 26, Page 117, in the Office of the Judge of Probate of Shelby County, Alabama.

### SAID PORTION OF Lot 2B BEING FURTHER DESCRIBED AS:

Commence at the Southeast corner of Lot No. 1 of the Commercial Court Subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 26 at Page 117, said point being the point of beginning. From this beginning point proceed North  $88^{\circ} 53' 51''$  West along the South boundary of said Lot No. 1 for a distance of 137.44 feet; thence proceed North  $12^{\circ} 46' 53''$  West for a distance of 5.74 feet; thence proceed North  $78^{\circ} 45' 11''$  East for a distance of 136.13 feet to a point on the Westerly right-of-way of Shelby County Road 87; thence proceed Southeasterly along the Westerly right-of-way of said road and along the curvature of a concave curve left having a delta angle of  $02^{\circ} 28' 50''$  and a radius of 812.44 feet for a chord bearing and distance of South  $08^{\circ} 27' 23''$  East, 35.17 feet to the point of beginning.

  
20190103000002380 4/5 \$1927.00  
Shelby Cnty Judge of Probate, AL  
01/03/2019 11:42:07 AM FILED/CERT

**Real Estate Sales Validation Form – FORM RT-1**

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

Grantor's Name: ServisFirst Bank  
Mailing Address 2500 Woodcrest Place  
Birmingham, AL 35209

Grantee's Name: SouthHall of Irondale, L.L.C.  
Mailing Address P.O. Box 101087  
Irondale, AL 35210

Property Address 100 Airpark Industrial Road  
Alabaster, AL 35007

Date of Sale December 31, 2018  
Total Purchase Price \$1,900,000.00  
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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other _____
<input type="checkbox"/> Closing Statement	_____

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 Section 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 Section 40-22-1 (h).

Date 12/31/2108

Print: ServisFirst Bank, First Vice President

☒ Unattested \_\_\_\_\_  
(verified by)

Sign *[Signature]*  
Grantor

