

Send Tax Notice To: Charles Gray, LLC
2101 – 4th Avenue South, Ste. 200
Birmingham, AL 35233

This instrument was prepared by:
Brian Plant
Law Offices of J. Steven Mobley
2101 – 4th Avenue South, Ste. 200
Birmingham, Alabama 35233

STATUTORY WARRANTY DEED

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

THAT IN CONSIDERATION OF **One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00)** and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Mobley Development, Inc.**, an Alabama Subchapter S corporation (herein referred to as Grantor), does grant, bargain, sell and convey unto **Charles Gray, LLC**, a limited liability company (herein referred to as Grantee), the following described real estate situated in the State of Alabama, County of Shelby (the "Property"), to-wit:

*Lots 720 and 721,
Kilkerran at Ballantrae, Phase II,
as recorded in Map Book 33, Page 103,
in the Probate Office of Shelby County, Alabama*


Subject to:

1. Declaration of Protective Covenants for Kilkerran at Ballantrae, Phase II, as recorded in the Probate Office of Shelby County, Alabama, Instrument No. 20040707000374770.
2. General and special taxes or assessments for 2019 and subsequent years not yet due and payable.
3. Existing easements, restrictions, set-back lines, rights of way, limitations, if any, and mineral and mining rights of record.
4. Exhibit A attached hereto and made a part hereof.

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

Purchaser acknowledges and agrees that (a) Purchaser has been given the absolute and unfettered right prior to executing this Agreement to conduct all inspections, tests, evaluations and investigations of the Lot as Purchaser, in Purchaser's sole discretion, may determine to be necessary in order to satisfy Purchaser of the physical and environmental condition of the Lot and all other aspects of the Lot, including, without limitation, the zoning of the Lot and utility availability for the Lot, (b) Purchaser has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot, including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Lot, (c) Seller has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Lot or any portion thereof, the suitability or fitness of the Lot for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the Lot and (d) the Lot is sold and Purchaser does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Lot or

Shelby County, AL 12/03/2019
State of Alabama
Deed Tax: \$140.00


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any other real property surrounding, adjacent to or in close proximity with the Lot which may be owned by Seller.

IN WITNESS WHEREOF, the said Grantor has hereto set its signature this the 9th day of September, 2019.

MOBLEY DEVELOPMENT, INC.


By: J. Steven Mobley
J. Steven Mobley, President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name as President of Mobley Development, Inc., a corporation, 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 said corporation.

Given under my hand and official seal, this the 9th day of September, 2019.

Linda H. Roberts
Notary Public
My Commission Expires: 3-29-21


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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 Mobley Development, Inc
Mailing Address 2101-4th Ave. So.
Ste. 200
Birmingham, AL 35233

Grantee's Name Charles Gray LLC
Mailing Address 2101-4th Ave. So.
Ste. 200
Birmingham, AL 35233

Property Address _____

Date of Sale 9/9/19
Total Purchase Price \$140,000.00
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 9/10/19

Print Mobley Development, Inc.
By: J. Steven Mobley
Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

Unattested



20191203000446610 3/3 \$168.00
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verified by)

Form RT-1