

20191205000450280
12/05/2019 01:19:19 PM
DEEDS 1/5

STATE OF ALABAMA)

Send tax notices to:

SHELBY COUNTY)

Brickyard, LLC
c/o The Barber Companies, Inc.
27 Inverness Center Parkway
Birmingham, Alabama 35242

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, **DMH DEVELOPMENT, L.L.C.**, an Alabama limited liability company (the “Grantor”), does hereby grant, bargain, sell and convey unto **BRICKYARD, LLC**, an Alabama limited liability company (the “Grantee”), and its heirs and assigns, all of its right, title and interest in and to that certain real estate situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”).

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to those matters more particularly described on Exhibit B attached hereto (the “Exceptions”).

TO HAVE AND TO HOLD the said Property unto the Grantee, its successors and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise.

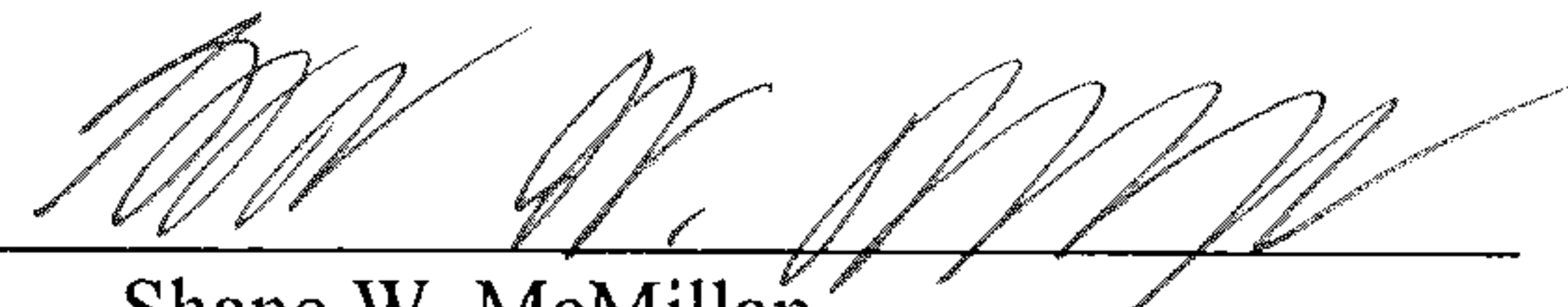
The Grantor hereby covenants with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of the Property; that the Grantor has a good right to sell and convey the Property as aforesaid; and that the Grantor, its successors and assigns, will warrant and defend the same to the Grantee, its successors and assigns forever, against the lawful claims (unless otherwise noted above as an Exception) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

[The Remainder of this Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed by Grantor's duly authorized representative this 4th day of December, 2019.

GRANTOR:

DMH DEVELOPMENT, L.L.C.,
an Alabama limited liability company

By: 
Shane W. McMillan
Its Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Shane W. McMillan, whose name as Member of DMH DEVELOPMENT, 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 instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 3rd day of December, 2019.


Notary Public
My Commission Expires: _____

This instrument was prepared by:
Jonathan "JT" Thornbury, Esq.
The Barber Companies, Inc.
27 Inverness Center Parkway
Birmingham, Alabama 35242
(205) 795-4704



Legal Description

Lot 3B1, according to the Survey of Greystone Plaza, as recorded in Map Book 36, Page 106, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Permitted Exceptions

1. Taxes and assessments for the year **2019** and subsequent years, not yet due and payable.
2. Easement to Alabama Power Company as shown by instruments recorded in Real 220, Pages 521 and 532 and Real 207, Page 380.
3. 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 Deed Book 28, Page 581; Deed Book 235, Page 552, and Deed Book 121, Page 294.
4. Reciprocal Easement Agreement between AmSouth Bank, N.A. as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 199, Page 18.
5. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions as set out in Real 307, Page 950, with 1st Supplement Declaration by Instrument # 1998-40199.
6. Easement to Alabama Gas Corporation as set out in Real 170, Page 59.
7. Declaration of Protective Covenants as set out in instrument recorded in Real 194, Page 54.
8. Easements, building line, restrictions and conditions as shown on Map Book 36, Page 106
9. Slope Easement Agreement as set out in Instrument # 2001-2175.
10. Agreement concerning electric service to NCNB/Brook Highland as set out in Real 306, at Page 119.
11. Restrictions appearing of record in Instrument # 20020826000405070; Instrument # 20070131000046390, and Instrument # 2007020200050710.
12. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Inst #20071108000516280.
13. Notice Regarding Availability of Sanitary Sewer Service as recorded in Instrument # 2013204000469370.

Real Estate Sales Validation Form

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

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Grantor's Name DMH Development, L.L.C.
Mailing Address 3656 Cahaba Beach Road
Birmingham, AL 35242

Grantee's Name Brickyard, LLC
Mailing Address 27 Inverness Center Pkwy
Birmingham, AL 35242

Property Address 7350 Cahaba Valley Road
Birmingham, AL 35242

Date of Sale December 4, 2019

Total Purchase Price \$2,555,246.35

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 ☐ Appraisal
☐ Sales Contract ☐ Other
☒ 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 § 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 12-4-19

Print SHANE W. McMILLAN

Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/05/2019 01:19:19 PM
\$2589.50 CHARITY
20191205000450280

Allen S. Bayl

Form RT-1