

**THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH**

**Property Address:**

41 +/- acres of land consisting of the SE ¼ of the NE ¼, Section 32, Township 20 South, Range 2 West; Parcel ID No. 14-9-32-1-001-010.000 located in Shelby County Alabama  
*[undeveloped acreage]*

**Send Tax Notice to:**

Lewis von Herrmann  
4424 Windsong Court SW  
Lilburn, GA 30047-4241

**STATUTORY WARRANTY DEED**

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STATE OF ALABAMA )  
  :  
SHELBY COUNTY        )

KNOW ALL MEN BY THESE PRESENTS:

THAT in consideration of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) and other good and valuable consideration conveyed in the form of a restrictive covenant created by Grantee herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, **Frederick H. von Herrmann**, a married man whose address is 533 Durham Drive, Birmingham, AL 35209 ("Grantor"), does hereby grant, bargain, sell and convey unto **Lewis von Herrmann**, a married man whose address is listed hereinabove ("Grantee") his undivided one-seventh (1/7) interest in the following described undeveloped real property, located and situated in Shelby County, Alabama:

The SE ¼ of the NE ¼, Section 32, Township 20 South, Range 2 West, Parcel ID No. 14-9-32-1-001-010.000, situated in Shelby County, Alabama.

SUBJECT TO:

1. *Ad valorem* taxes due October 1, 2020.
2. Easements, restrictions, covenants, rights of way and encumbrances of record, if any.
3. Mineral, mining and subsurface rights not owned by Grantor.
4. A restrictive covenant running with the land hereby created in favor of Grantor whereby Grantee shall be obligated to pay Grantor the balance of the purchase price pursuant to the terms of the 2019 Real Estate Contract between Grantor and Grantee attached hereto as Exhibit A.

The property herein conveyed is not the homestead of Grantor or his spouse.

TO HAVE AND TO HOLD unto Grantee, his heirs, personal representatives and assigns, forever.

Grantor hereby covenants and agrees with Grantee, his heirs, personal representatives and assigns, that Grantor, his heirs, personal representatives and assigns will warrant and defend the above-described property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

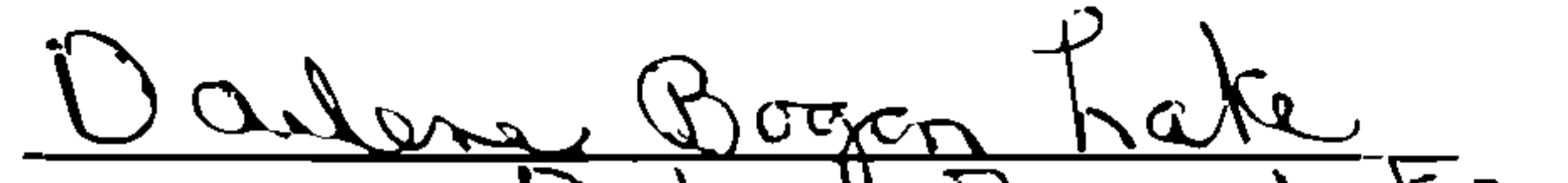
IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on this 5 day of February, 2020.

  
Frederick H. von Herrmann

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned notary for said County and in said State, hereby certify that Frederick H. von Herrmann, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 5<sup>th</sup> day of February, 2020.

  
Notary Public Darlene Bogan Lake  
My Commission Expires: 08/01/2020

**This Instrument Was Prepared by:**

Frank C. Galloway III, Esq.  
Galloway, Scott & Hancock, LLC  
2200 Woodcrest Place, Suite 310  
Birmingham, AL 35209

# EXHIBIT A

## REAL ESTATE SALES CONTRACT

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COME NOW the undersigned Frederick H. von Herrmann ("Seller") and Lewis H. von Herrmann ("Purchaser") and enter into this real estate sales agreement. As set forth herein below, on or before September 30, 2019 Seller agrees to sell his undivided one-seventh (1/7) interest in the real property located in Shelby County, Alabama which is more particularly described on the attached Exhibit A (the "Property") subject to the terms and conditions set forth herein. The terms of this agreement are as follows:

1. The purchase price of Seller's undivided one-seventh (1/7) interest in the Property (the "Contract Sales Price") will be the pro rata share of the net sales price of the interests in the property sold to a third party on the occasion of the "Sale" (as hereinafter defined), LESS the \$5,000 which Purchaser shall pay to Seller upon the execution and delivery of the Deed (as hereinafter defined). Additionally, Seller shall credit to Purchaser seven percent (7%) of the Contract Sales Price. Thus, the "net" sales receipt to Seller shall be the Contract Sales Price, less the aforementioned 7% reduction.<sup>1</sup>

2. Seller agrees to cooperate with Purchaser and sign all necessary documents to sell his undivided one-seventh (1/7) interest in the Property to Purchaser on or before September 12, 2019. Purchaser shall pay all closing costs (except Seller's attorney fees, if any).

3. The conveyance of Seller's undivided one-seventh (1/7) interest in the Property shall be by general warranty deed (the "Deed") subject to all matters of record, and all mineral, mining, oil, gas and other forms of subsurface rights and interest shall be conveyed via quitclaim language in the Deed. The Deed shall contain language encumbering the subject 1/7th interest in the Property with the obligations of Purchaser (and his heirs and assigns) to pay Seller (and his heirs and assigns) the balance of the Contract Sales Price on the occasion of the Sale.

4. The Sale shall be the occasion upon which Seller sells the subject 1/7 interest in the Property to an arm's length 3<sup>rd</sup> party purchaser (the "Sale").

5. Purchaser shall obtain a title insurance commitment for the subject transaction and the cost thereof as well as any title insurance policy resulting therefrom shall be shared equally by Seller and Purchaser, which amount shall be prorated if a policy is issued relative to other fractional interests in the Property contemporaneously acquired by Purchaser.

6. Seller represents and warrants that Seller knows of no environmental contamination or hazardous materials located on or about the Property.

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<sup>1</sup> By way of example, if the Contract Sales Price is \$700,000 (each 1/7 share to receive \$100,000), then the balance of monies owing to Seller is 93% of \$95,000, which is \$88,350.

7. Seller shall assume the risk of loss until the transaction(s) contemplated herein are consummated, and thus Seller shall take the necessary steps to insure such risks if Seller wishes to do so.

8. This Agreement may be executed in counterparts.

Done this 30 day of September, 2019.


  
Frederick H. von Herrmann

  
Lewis H. von Herrmann

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned notary for said County and in said State, hereby certify that Frederick H. von Herrmann, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed the contents of said instrument, he executed the same voluntarily on the day the same bears date.

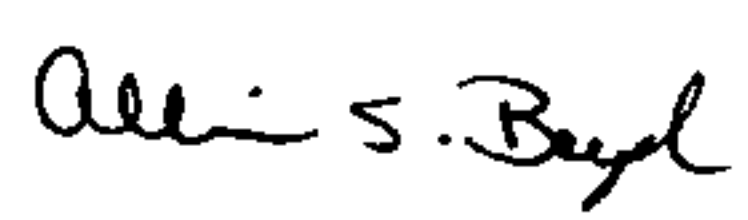
Given under my official hand and seal this the 30<sup>th</sup> day of September, 2019.

  
Notary Public Darlene Bogan Lake  
My Commission Expires: 8/01/20

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

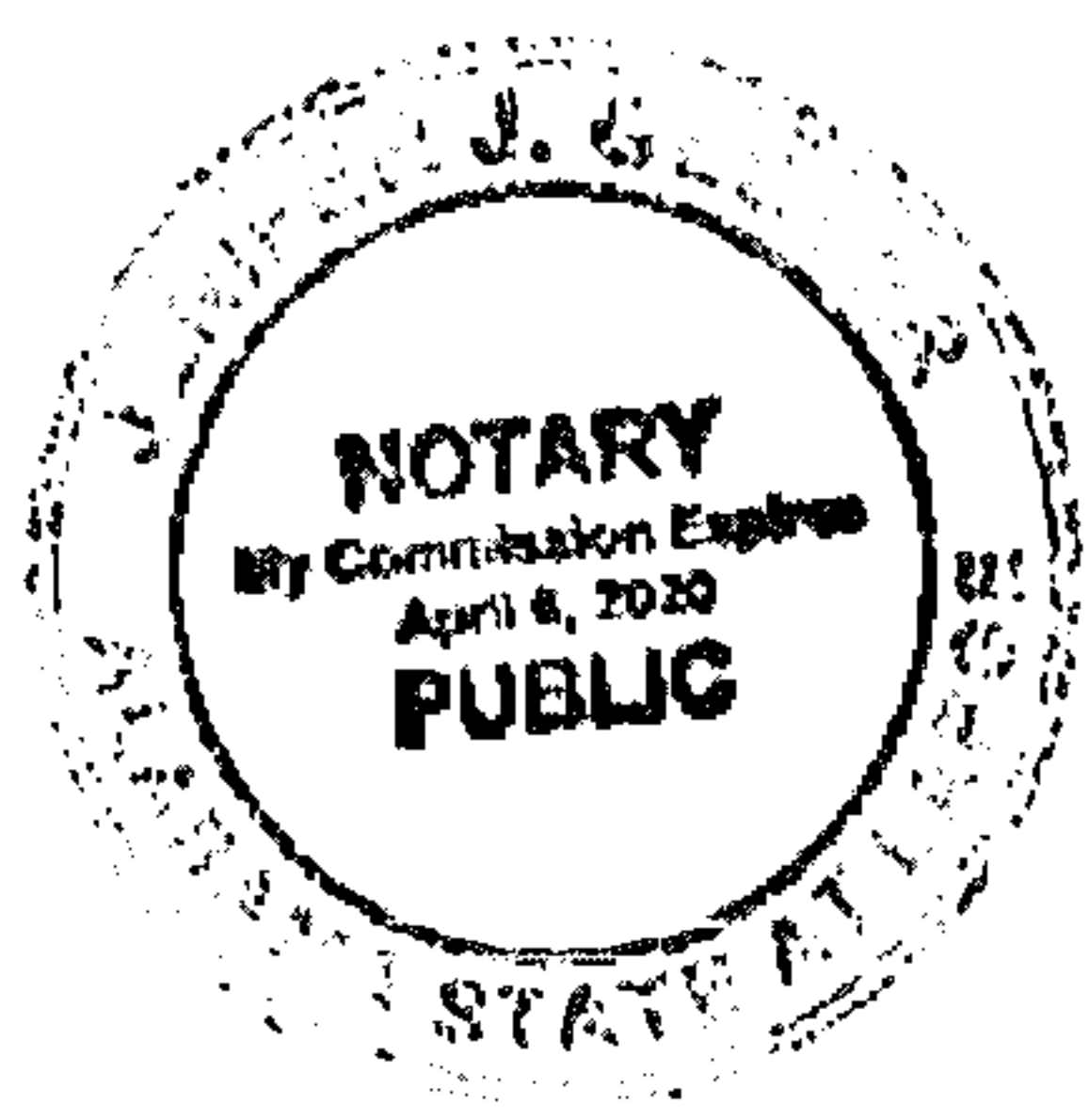


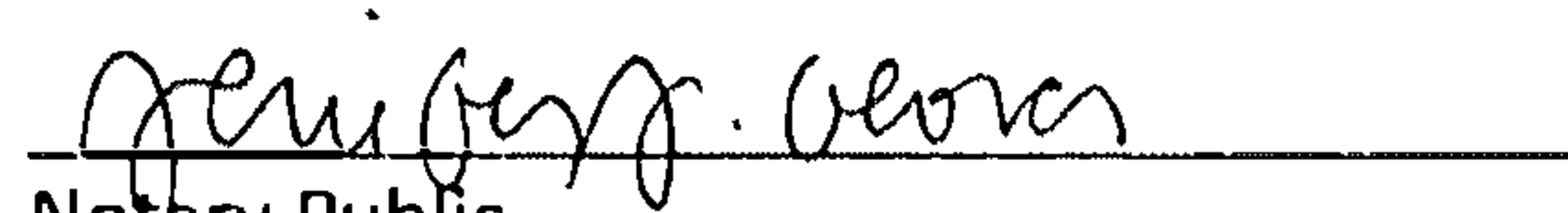
Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/24/2020 03:38:44 PM  
\$39.00 CHERRY  
20200324000116840



I, the undersigned notary for said County and in said State, hereby certify that Lewis H. von Herrmann, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my official hand and seal this the 17<sup>th</sup> day of ~~September~~ October, 2019.



  
Notary Public  
My Commission Expires: 4-6-20