

THIS INSTRUMENT WAS PREPARED BY:

Burt W. Newsome
GREYSTONE TITLE, L.L.C.
P.O. Box 382753
Birmingham, Alabama 35238

STATE OF ALABAMA)
)
SHELBY COUNTY) **STATUTORY WARRANTY DEED**

That in consideration of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00) to the undersigned paid by Grantee herein, the receipt of which is hereby acknowledged, the undersigned **SOUTHERN GROWTH PROPERTIES, INC., an Alabama corporation**, (hereinafter called the Grantor), has granted, bargained and sold, and does by these presents grant, bargain, sell and convey unto PELHAM SW, LLC, an Alabama limited liability company, (hereinafter referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

See attached Exhibit "A"

This deed is subject to all matters of public record which would affect title vesting hereby in the Grantee under the present laws of the State of Alabama, including Sections 6-5-248 and 6-5-253, Code of Alabama.

No word, words, or provisions of this instrument are intended to operate as or imply covenants of warranty except the following: Grantor does hereby specially warrant the title to said property against the lawful claims of all persons claiming by, through or under the Grantor.

This property is being sold on an AS IS, WHERE IS basis, and with all faults. This property is also being sold subject to any easements, encumbrances, and exceptions reflected in the records of the office of the Judge of Probate of the county in which the above described property is located. This property is being sold without warrant of recourse, expressed or implied as to title, use and/or

enjoyment and is being sold subject to the right of redemption of all parties entitled thereto.

TO HAVE AND TO HOLD the above described property, together with all rights and privileges incident or appurtenant thereto, unto **PELHAM SW, LLC** its successors and assigns forever, it being the intention of the parties to this conveyance that on the event of Grantee's dissolution, the entire interest in fee simple shall pass to the successors and assigns of the Grantee. This conveyance is made under the express authority of *Code of Alabama*, 1975, Section 35-4-7, as amended.

IN WITNESS WHEREOF, SOUTHERN GROWTH PROPERTIES, INC., an Alabama corporation, has caused this conveyance to be executed in its name by its undersigned officer, and its seal affixed this the 2nd day of December, 2020.

**SOUTHERN GROWTH PROPERTIES, INC.,
an Alabama corporation**

By: [Signature]
Print Name: James J. Odom, Jr.
Its: President

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James J. Odom, Jr. whose name as President of **SOUTHERN GROWTH PROPERTIES, INC., an Alabama 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, as such officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 2nd day of December, 2020.

[Signature]
Notary Public

My Commission Expires:

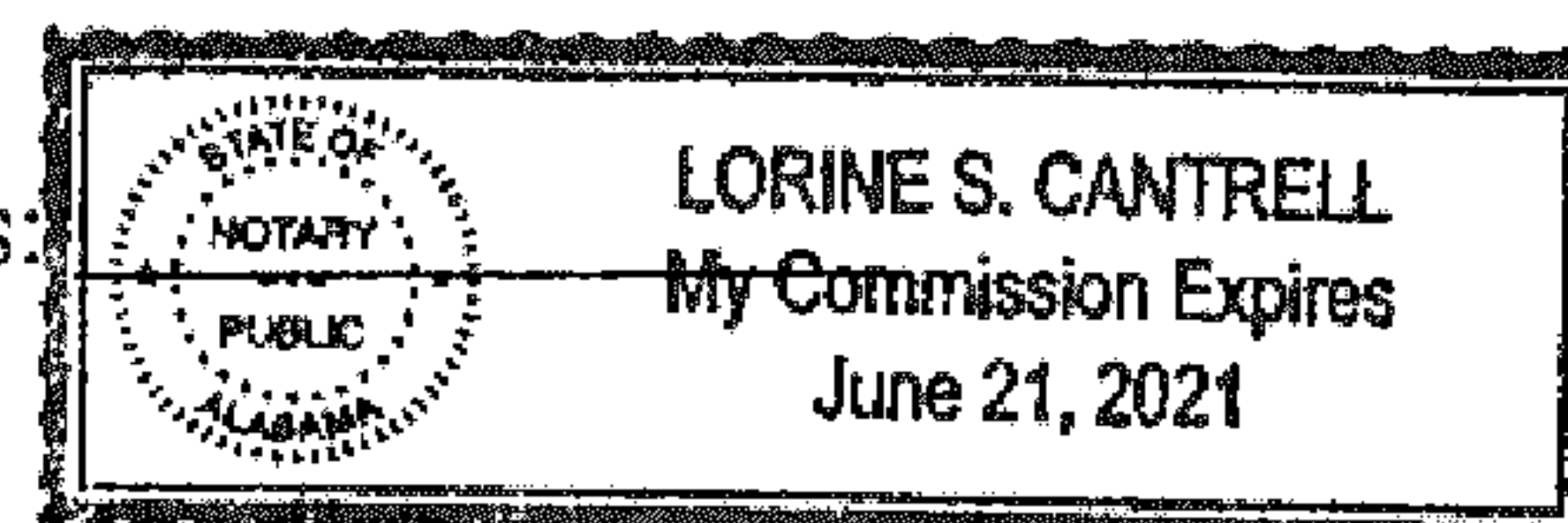


EXHIBIT "A"
LEGAL DESCRIPTION

Part of the SW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the Sw 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama; thence West along the South line of said 1/4-1/4 Section for 322.13 feet; thence turn an angle to the right of 121 deg., 15 min. 55 sec. and run for 610.99 feet to a point; thence turn an angle to the left of 00 deg. 28 min. 55 sec. and run Northeasterly for 84.96 feet to a point on the Southerly right of way line of Park Drive; thence turn an angle to the right of 85 deg. 44 min. 55 sec. and run Southeasterly along the Southerly right of way line of said Park Drive for 385.91 feet (measured) 385.75 feet (record) to a point on the Westerly right of way line of U.S. Highway No. 31; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run northeasterly along said westerly right of way line of U.S. Highway No. 31 for 33.00 feet to the Point of Beginning; thence continue Northeasterly along said right of way line of said U.S. Highway No. 31 for 107.02 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run Northwesterly for 185.00 feet to a point; thence turn an angle to the left and run Southwesterly for 107.02 feet to a point on the North right of way line of said Park Drive; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run Southeasterly along the North right of way line of said Park Drive for 185.00 feet to the point of beginning; being situated in Shelby County, Alabama.

20201204000555680 12/04/2020 12:24:18 PM DEEDS 4/5
Real Estate Sales Validation Form

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

Grantor's Name:
Southern Growth Properties, Inc.
Mailing Address:
P.O. Box 11244
Birmingham, AL 35202-1244

Property Address:
2866 Pelham Parkway
Pelham, Alabama 35124

Grantee's Name:
Pelham SW, LLC
Mailing Address:
300 Richard Arrington Jr. Blvd. N, Ste 400
Birmingham, AL 35203

Date of Sale: December 1, 2020
Total Purchase Price \$850,000.00
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 _____
Contract _____
Other _____

Appraisal _____
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 applicable.

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.

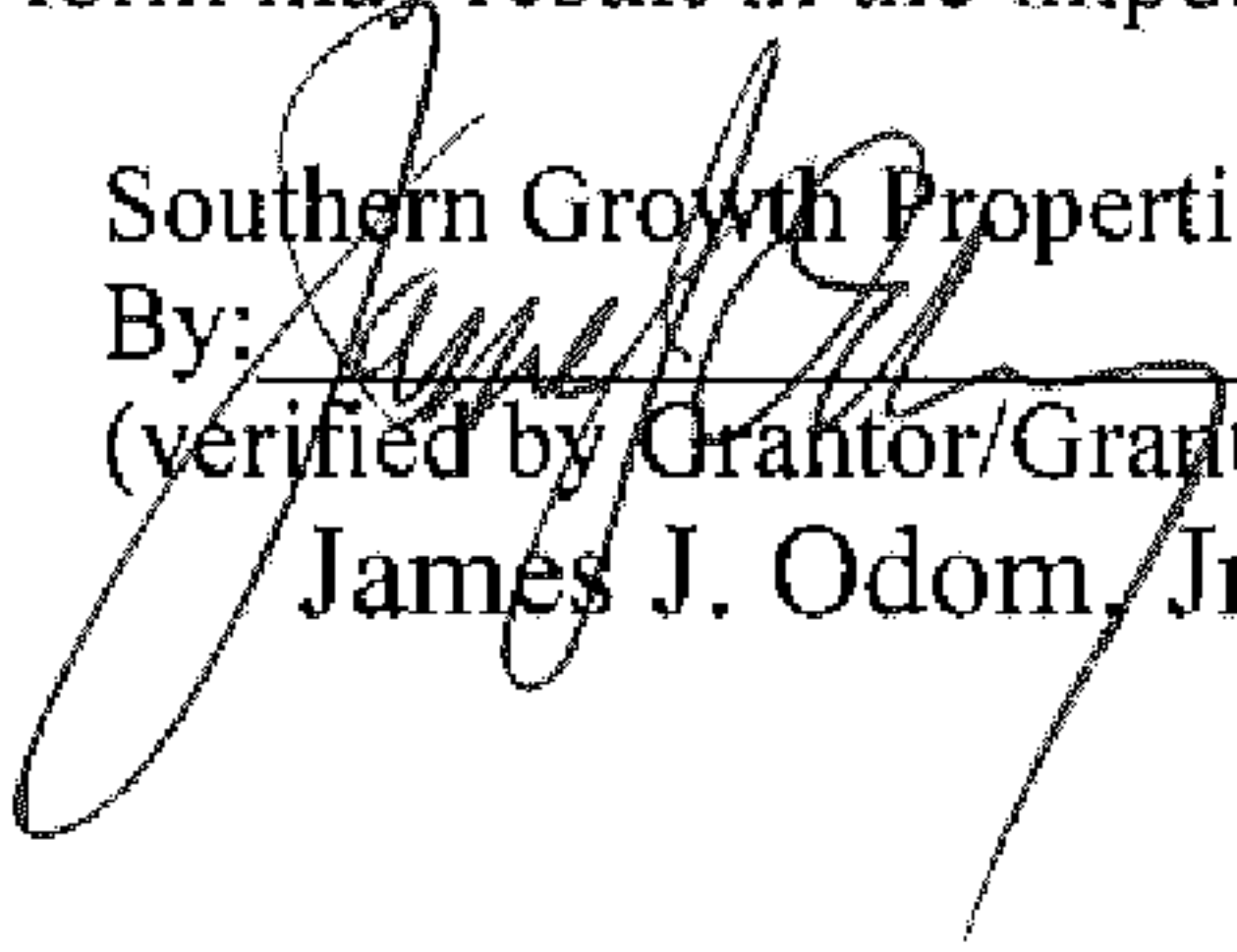
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provide 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: December 1, 2020

Form RT-1

Southern Growth Properties, Inc.
By: 
(verified by Grantor/Grantee/Agent) Circle One
James J. Odom, Jr., President

ALTA Seller's Settlement Statement

File #:	2020-GT-1144	Property	2866 Pelham Parkway	Settlement Date	12/01/2020
Prepared:	12/02/2020		Pelham, AL 35124	Disbursement Date	12/01/2020
Attorney:	Burt Newsome	Buyer	Pelham SW, LLC		
		Seller	Southern Growth Properties, Inc.		
		Lender	AVADIAN CREDIT UNION		

[illegible]

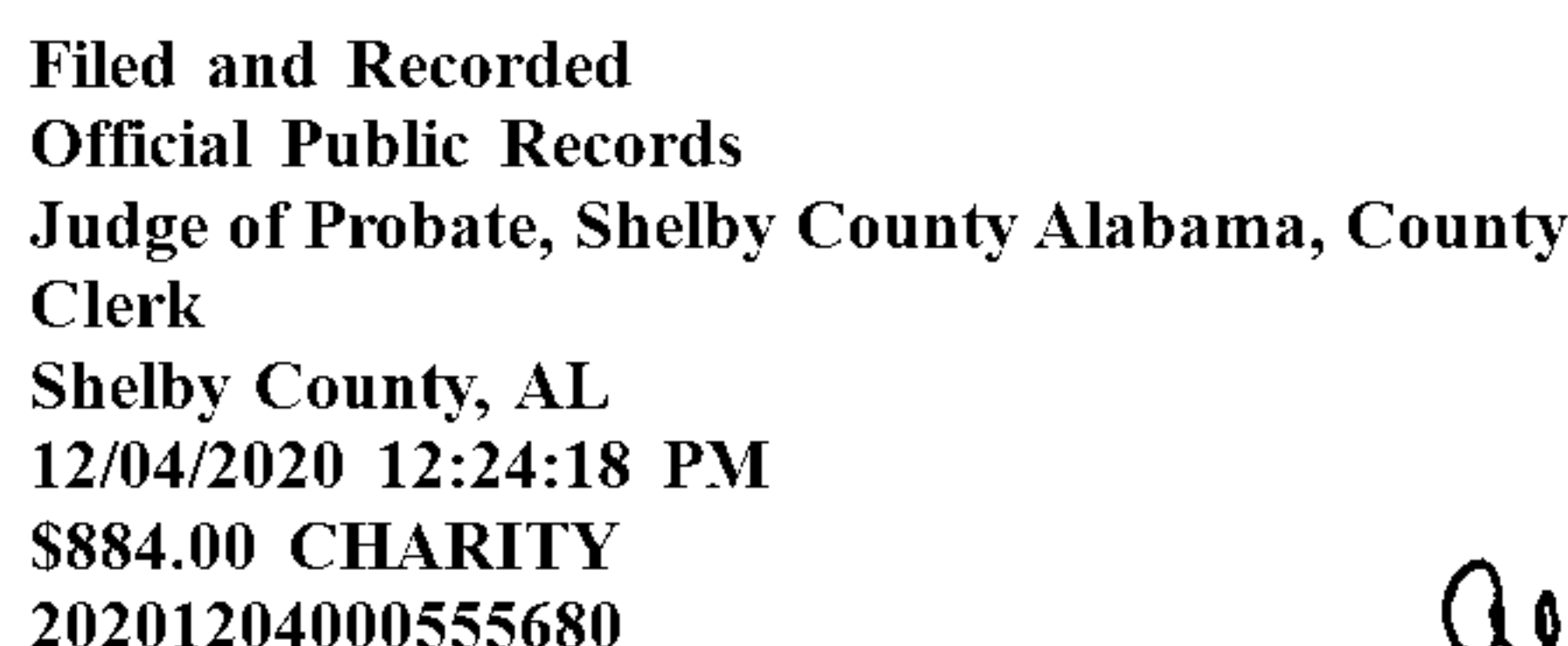
Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We I authorize Greystone Title, LLC to cause the funds to be disbursed in accordance with this statement.

Date _____

Date _____



Alli S. Bayal