

This instrument prepared by:

Send Tax Notices To:

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

Bama 1-RE, LLC
PO Box 712
McPherson, KS 67460

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred Fifty Thousand and No/100 DOLLARS (\$150,000.00) and other good and valuable consideration to the undersigned grantor, **FYLER OIL, LLC**, a Kansas limited liability company, as to an undivided fifty percent (50%) interest, and **LCF, LLC**, a Kansas limited liability company, as to an undivided fifty percent (50%) interest, as tenants in common (hereinafter, the "GRANTOR"), in hand paid by the grantee herein, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto **BAMA 1-RE, LLC**, a Kansas limited liability company (hereinafter, the "GRANTEE"), the following described real estate situated in Shelby County, Alabama, to-wit:

Parcel I:

Lot 4A, according to Freddy's Lee Branch Resurvey, being a resurvey of Lots 4 and 5, according to the survey of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 45, Page 42, in the Probate Office of Shelby County, Alabama.

Parcel II:

Together with ingress and egress rights for the benefit of Parcel I as created by that certain Declaration of Easement and Restrictions dated May 26, 2004 recorded in Instrument No. 20040601000288850 on June 1, 2004 over, under and across the property described therein.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
Fyler Oil, LLC	Bama 1-RE, LLC
916 N. Maxwell Street	PO Box 712
McPherson, Kansas 67460	McPherson, KS 67460
LCF, LLC	
P.O. Box 1088	
McPherson, Kansas 67460	

Property Address:	601 Doug Baker Boulevard Hoover, Alabama 35242
Tax Parcel ID:	09-3-05-0-001-030.014 09-3-05-0-001-030.015
Date of Sale:	Date of this Deed
Actual Value:	\$150,000.00
The Purchase Price can be verified in:	<input checked="" type="checkbox"/> Purchase Contract

Subject to:

1. Any mineral or mineral rights leased, granted or retained by current or prior owners.
2. Taxes and assessments for the tax year 2020 and subsequent years and not yet due and payable.
3. Easements and building lines as shown on recorded map(s), including but not limited to any notes, conditions, and restrictions.
4. Declaration of Easements and Restrictions appearing of record in Instrument No. 2004060100028850, as amended by Amendment No. 1 to Declaration recorded in Instrument No. 20040624000345520; Amendment No. 2 to Declaration recorded in Instrument No. 20120511000165500; Amendment No. 3 to Declaration recorded in Instrument No. 20140127000026530 and Amendment No. 4 to Declaration recorded in Instrument No. 20141014000323410, but deleting any restrictions based on race, color, creed or national origin.
5. Declaration of Limited Use Restrictions as recorded in Instrument No. 20070702000309430.

6. Agreement of Covenants, Conditions and Restrictions and Grant of Easements as recorded in Instrument No. 20040624000345530 as amended in Instrument No. 20130913000372210.
7. Declaration of Restrictions appearing of record in Instrument No. 20040715000391630, but deleting any restrictions based on race, color, creed or national origin.
8. Cost-Sharing Agreement by and between Pera Lee Branch, Inc. and Rushmore Lee Branch, LLC as recorded in Instrument No. 20140917000291230.
9. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 109, Page 496; Deed Book 109, Page 497; Deed Book 220, Page 883; Deed Book 185, Page 132 and Instrument No. 20040312000127270.
10. Title to all minerals within and underlying the property, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 247, Page 709; Deed Book 259, Page 350 and Deed Book 331, Page 262, and any damages relating to the exercise of such rights or the extraction of such minerals.
11. Exclusive use restrictions set forth in that certain Memorandum of Lease by and between AIG Baker Brookstone, L.L.C. and Publix of Alabama, L.L.C. as recorded in Instrument No. 20020729000351020 and amended by that certain First Amendment to Memorandum of Lease as recorded in Instrument No. 20020826000405690.
12. Terms and conditions of that certain consent to Settlement Decree as recorded under Instrument No. 200309040005890 and Instrument No. 20030210000079290.
13. Memorandum of Lease by and between AIG Baker East Village, Landlord, and Rave Motion Pictures Birmingham III, LLC as recorded in Instrument No. 20040422000207060; provided, however the only restriction imposed on the subject property by the Memorandum of Lease is that the property cannot be used or the operation of a theater or auditorium for the presentation of motion pictures or technological successors thereof.

TO HAVE AND TO HOLD the described premises to said GRANTEE, its successors and assigns, forever.

And the GRANTOR will warrant and forever defend the right and title to the above described property unto the GRANTEE against all the claims of GRANTOR and all others claiming by or under GRANTOR, but none other.

[Signature on following page.]

IN WITNESS WHEREOF, GRANTOR has caused its duly authorized officers to hereunto set their signatures as the act of such GRANTOR, this the 1st day of September, 2020.

FYLER OIL, LLC, a Kansas limited liability company

By: Michael A. Fyler
Michael A. Fyler
Its Operating Manager

LCF, LLC, a Kansas limited liability company

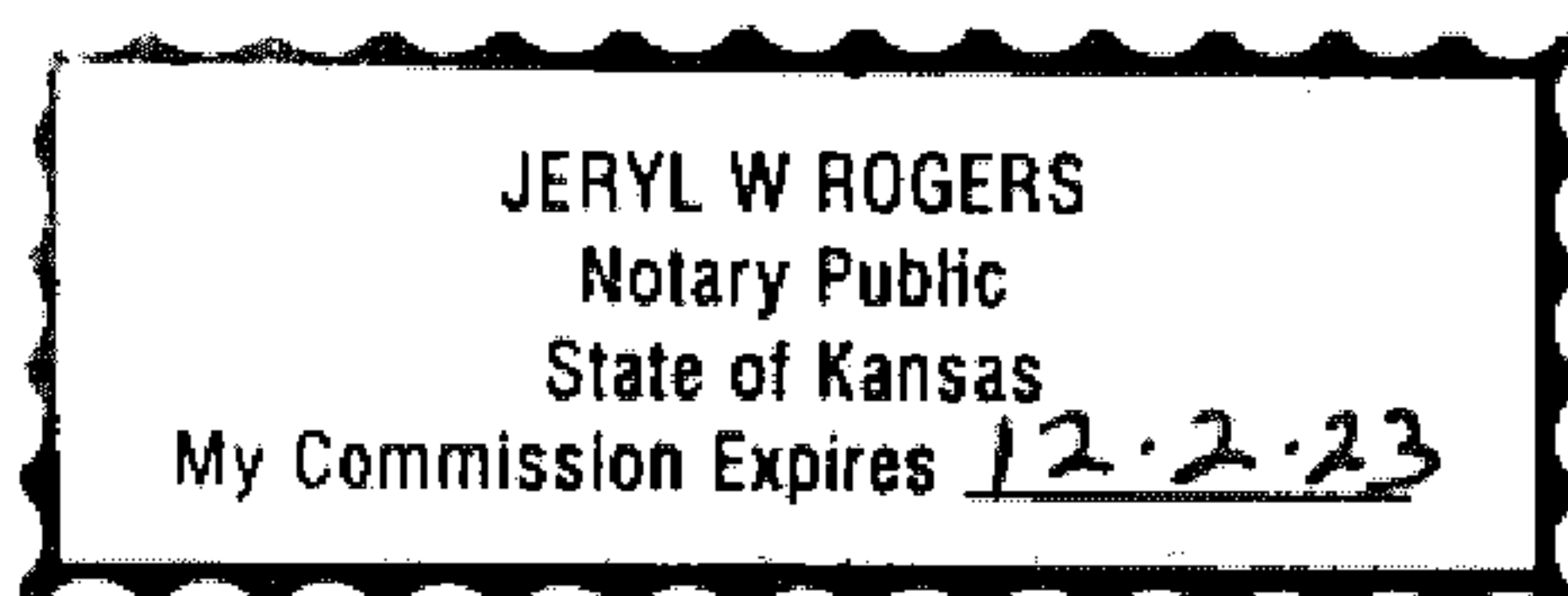
By: Larry D. Catton
Larry D. Catton
Its Operating Manager

STATE OF Kansas)

COUNTY OF McPherson)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Michael A. Fyler, as Operating Manager of Fyler Oil, LLC, a Kansas limited liability company, whose name 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 executed the same voluntarily on behalf of the company, on the day the same bears date.

Given under my hand and official seal this the 1st day of September, 2020.



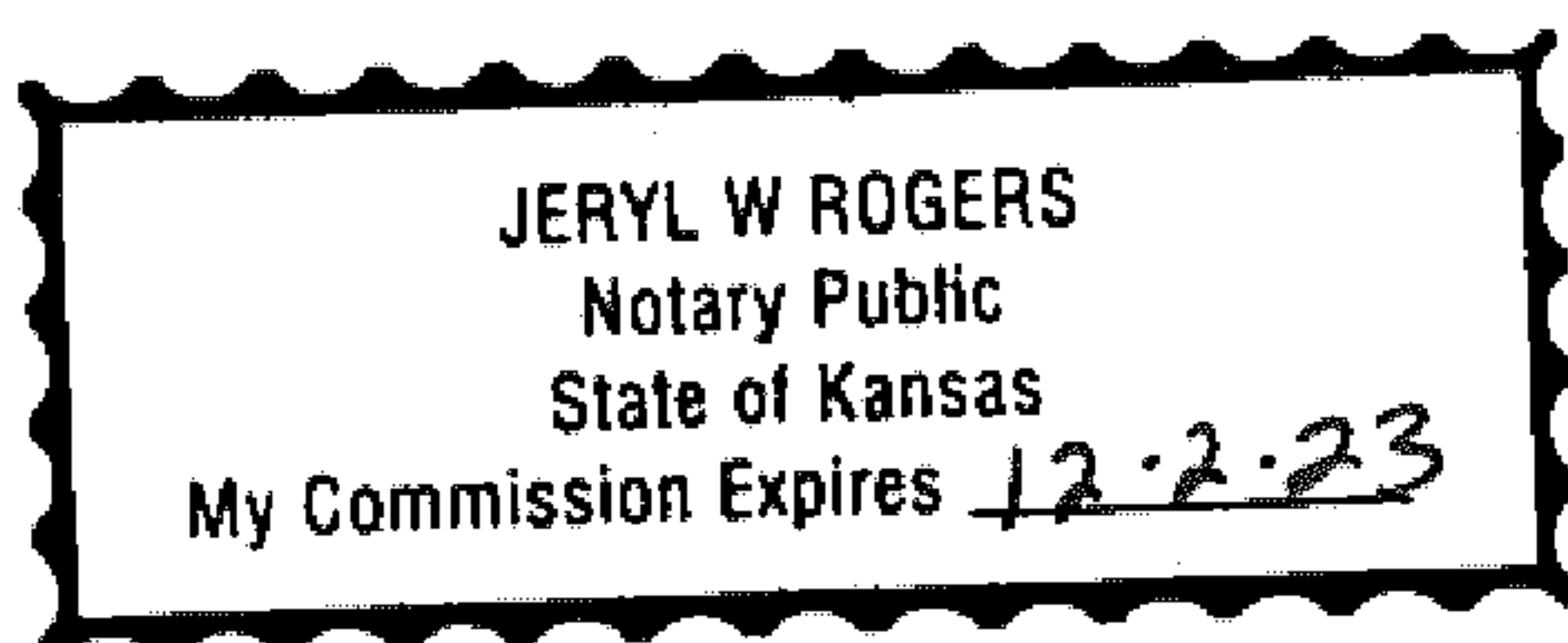
Jeryl W. Rogers
Notary Public
My Commission Expires: 12-2-23

STATE OF Kansas)

COUNTY OF McPherson)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Larry D. Catton, as Operating Manager of LCF, LLC, a Kansas limited liability company, whose name 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 executed the same voluntarily on behalf of the company, on the day the same bears date.

Given under my hand and official seal this the 1st day of September, 2020.



Jeryl W. Rogers
Notary Public
My Commission Expires: 12-2-23



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/02/2021 09:03:47 AM
\$187.00 CHERRY
20210202000053530

Allen S. Bayal