

This instrument was prepared by:

Jason E. Gilmore, Esq.
Gordon, Dana & Gilmore, LLC
600 University Park Place
Suite 100
Birmingham, AL 35209

Send tax notice to:

River & Cape Montessori
Nursery School, LLC
1731 Native Dancer Circle
Helena, AL 35080

STATUTORY WARRANTY DEED

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

That in consideration of Five Hundred Seven-Five Thousand and No/100 Dollars (\$575,000.00) to the undersigned Grantor, Cates House, L.L.C., an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto River & Cape Montessori Nursery School, LLC, an Alabama limited liability company (herein referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

Commence at the Northeast corner of the Northwest ¼ of the Northeast ¼ of Section 35, Township 20 South, Range 3 West; thence run West along the North line of Section 35 for 570.00 feet to the point of beginning; thence continue along the last described course for 528.96 feet; thence turn an angle to the left of 114 degrees 49 minutes 30 seconds and run Southeast for 599.73 feet; thence turn an angle to the left of 62 degrees 30 minutes 07 seconds and run Southeast for 93.01 feet; thence turn an angle to the right of 58 degrees 24 minutes 40 second and run Southeast for 29.49 feet; thence turn an angle to the left of 151 degrees 05 minutes 02 seconds and run North for 279.46 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run East for 170.00 feet; thence turn an angle to the left 90 degrees 00 minutes 00 seconds and run North for 295.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

Subject to:

1. Taxes for the year 2021 and subsequent years, a lien not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
3. One-hundred-foot overhead Transmission Line and Water Line easement shown on Map Book 52, Page 67.
4. Title to that portion of the property within any road right-of-ways.
5. Transmission line permits to Alabama Power Company as shown by instrument(s) recorded in Deed Book 48, Page 627; Deed Book 60, Page 68 and Deed Book 136, Page 357.
6. Rights-of-Way granted to Shelby County for road as set out in Deed Book 256, Page 870; Deed Book 271, Page 745, and Inst. No. 1996-39159.
7. Easement to Southern Natural Gas, as shown by instrument recorded in Misc. Book 90, Page 231.

8. Easement to City of Alabaster, as shown by instrument recorded in Deed Book 308, Page 252 and Inst. No. 1992-26110.
9. Easement granted the Alabaster Water and Gas Board as recorded in Inst. No. 1993-09174.

Part of the consideration set out above is represented by a purchase money mortgage recorded simultaneously herewith.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.

At a special meeting of at least 2/3 of the voting membership of the Kingwood Assembly of God, this conveyance was duly recommended and authorized by a vote of the Assembly (see attached Exhibit).

IN WITNESS WHEREOF, the said GRANTOR, by its Member, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 21st day of September, 2021.

GRANTOR:

Cates House, L.L.C.

By: Kingwood Assembly of God, Member

By: Clark N. White
Clark N. White
Its: Administrator

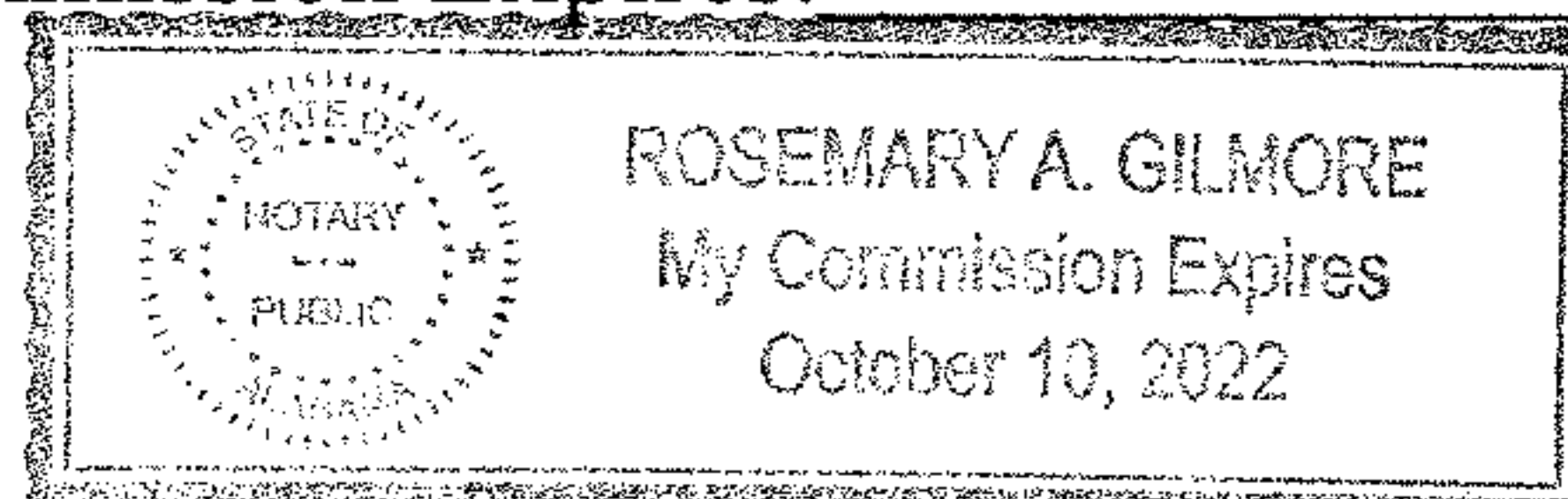
STATE OF ALABAMA
COUNTY OF JEFFERSON

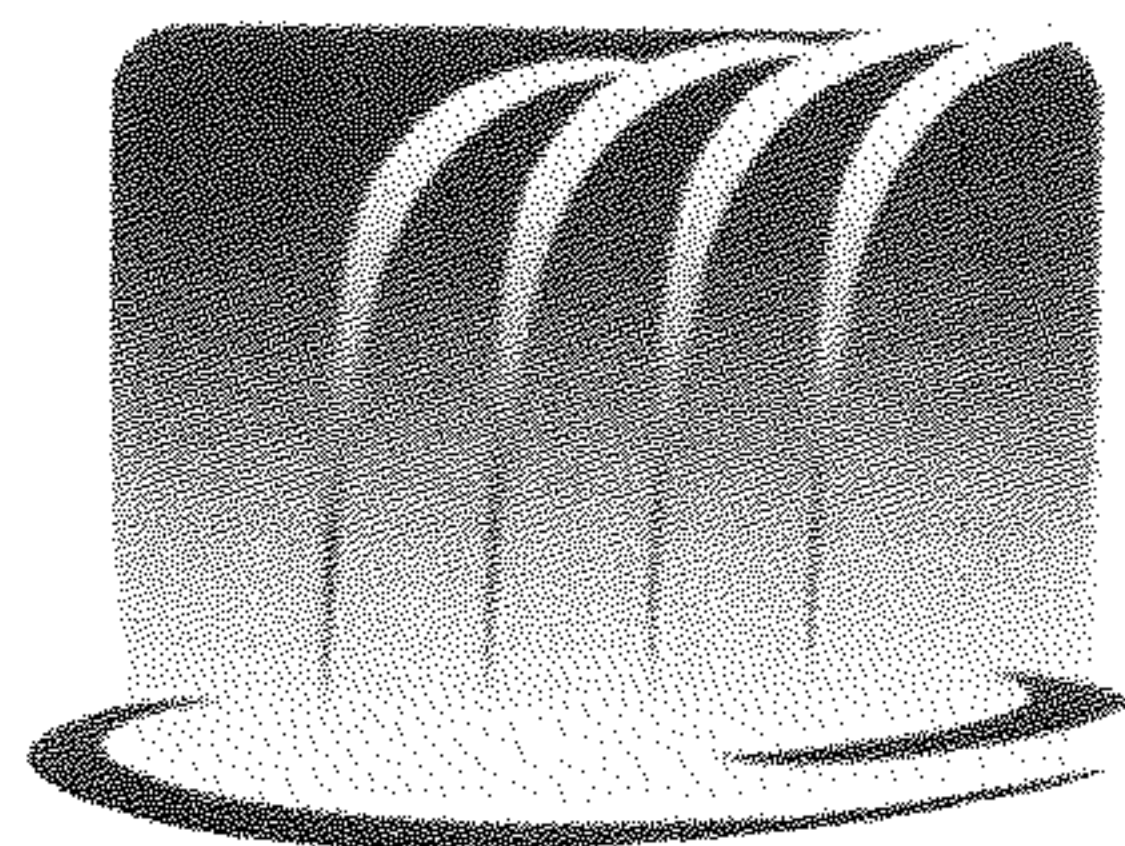
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clark N. White, whose name as Administrator of Kingwood Assembly of God, as Member of Cates House, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, 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 company.

Given under my hand and official seal, this the 21 day of September, 2021.

(SEAL)

Rosemary A. Gilmore
Notary Public
My Commission Expires:





KINGWOOD CHURCH

100 Harvest Way Alabaster, AL 35007

July 27, 2021

To Whom It May Concern:

As President of the Board of Trustees for Kingwood Assembly of God, Inc. ("Kingwood Church"),
I hereby certify the following facts:

- Kingwood Assembly of God, Inc. is the sole Member of Cates House, LLC. As such the membership of Kingwood Assembly of God possesses the authority to approve the sale of properties held in the name of Cates House LLC.
- On August 7, 2013, at the regularly-called Annual Business Meeting of Kingwood Church, a special item of business was discussed regarding the sale of the property located at 534 Industrial Road, Alabaster, Alabama, which was held in the name of Cates House LLC.
- In this August 7, 2013 meeting, at least two-thirds of the voting membership of the Assembly who were present voted to authorize the Board of Trustees to explore all reasonable options to sell the Cates House, and further authorized and recommended for the Trustees to negotiate and bind the church to the sale that they deemed to be in the church's best interest.
- On December 6, 2015, following more than 2 years of unsuccessful marketing efforts, the Board of Trustees voted to enter into a lease-purchase agreement between Cates House LLC and River and Cape Montessori Nursery School, LLC ("RCM") for the property located at 534 Industrial Road, Alabaster, Alabama.
- On February 24, 2016, Clark N. White executed this lease-purchase agreement for Cates House LLC with the Board's authorization. The original lease period began March 1, 2016 and ran through February 28, 2019. The lease has been extended prior to its expiration on multiple occasions, and now runs through September 30, 2021.
- Clark N. White is Secretary-Treasurer of the Board of Trustees of Kingwood Assembly of God, Inc., which is the single member of Cates House LLC. Clark N. White, as Administrator, is authorized to execute the Deed from Cates House, LLC to River & Cape Montessori Nursery School, LLC. He is therefore authorized to make the preceding certifications in conveyance to the purchaser.

If there are any questions, please contact us at cwhite@kingwoodchurch.com or 205-663-3933 ext. 201.

Respectfully,

Jay West
President, Board of Trustees
Lead Pastor of Kingwood Church

Real Estate Sales Validation Form – FORM RT-1

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

Grantor's Name: Cates House, L.L.C.
 Mailing Address: 100 Harvest Way
 Alabaster, AL 35007

Property Address: 534 Industrial Drive
 Alabaster, AL 35007

Grantee's Names: River & Cape Montessori
 Nursery School, LLC
 Address: 534 Industrial Drive
 Alabaster, AL 35007

Date of Sale 9/21/2021
 Total Purchase Price \$575,000.00
 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
 XXXXX Other – Lease Purchase Agreement

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 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 9/21/2021

Cates House, L.L.C. by Kingwood Assembly of God,
 Member with Clark N. White as its Administrator

_____ Unattested _____
 (verified by)

Sign Clark N. White
 (Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/23/2021 10:06:38 AM
 \$144.00 CHERRY
 20210923000464990

Allen S. Bayl