REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name:

Becky and Roger Willis

Montevallo, AL 35115

Grantee's Name

Birmingham Growth Investors,

LLC

Mailing Address

229 Hwy 201

Mailing Address:

127 County Road 54

Montevallo, AL 35115

Property Address:

867 HWY 89

Date of Sale:

October 12, 2021

Montevallo, AL 35115

Parcel No. 35-3-07-000-1034-

Purchase Price:

\$275,000.00/ Sales Contract

001

This Instrument Prepared by:

Jack P. Russell, Esq.

Hand Arendall Harrison Sale LLC 1801 5th Avenue North, Ste. 400 Birmingham, Alabama 35203

205.502.0108

Send Tax Notice to:

BHM GROWTH INVESTORS, LLC

127 County Road 54 Montevallo, AL 35115

STATE OF ALABAMA COUNTY OF SHELBY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that BECKY WILLIS AND ROGER WILLIS, AS HUSBAND AND WIFE (collectively, the "Grantor"), for and in consideration of Two Hundred and Seventy-Five Thousand and NO/100 Dollars (\$275,000.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by BHM GROWTH INVESTORS, LLC, an Alabama limited liability company ("Grantee"), does, subject to the Permitted Exceptions set forth in Exhibit A attached hereto, hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee the following described real property lying and being situate in Shelby County, Alabama (the "Property"), to-wit:

A parcel of land in the NW 1/4 - SE 1/4, Section 7, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows: From the SE corner of said 1/4-1/4 section run North 01 deg. 22 min. 57 sec. East 203.7 feet to the point of beginning of subject lot, from said point continue said course 1084.07 feet to a point on the South R.O.W. line of Co. Rd 89; thence run along said R.O.W. line North 88 deg. 13 min. 06 sec. West 690.09 feet to a fence; thence run along said fence South 09 deg. 36 min. 36 sec. East 138.34 feet; thence run South 01 deg. 37 min. 08 sec. East 951.05 feet; thence run South 88 deg. 18 min. 20 sec. East 613.73 feet, back to the point of beginning.

Also,

A lot or parcel of land being more particularly described as follows: Begin at the SW corner of the NW 1/4 of the SE 1/4 of Section 7, Township 24 North, Range 13 East, and run thence South 88 deg. 16 min. 24 sec. East a distance of 693.59 feet, more or less, to the point of beginning, from said point continue South 88 deg. 16 min. 24 sec. East a distance of 613.73 feet, more or less, to a point; from said point run thence North 01 deg. 22 min. 57 sec. East a distance of 203.7 feet to a point; from said point run thence North 88 deg. 18 min. 20 sec. West a distance of 613.73 feet to a point; from said point run thence South 01 deg. 37 min. 08 sec. East a distance of 203.7 feet, more or less, to the point of beginning.

Grantor's conveyance of the Property is subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein.

The purchase price of the Property was paid, in part, from the proceeds of a mortgage loan to the Grantee, which was closed simultaneously with the delivery of the deed, in the amount of One Hundred and Fifty Thousand and No/100 Dollars (150,000.00).

Grantor represents and warrants that the Property does not constitute the homestead of Grantor or any other person.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the matters to which reference is hereinabove made, unto Grantee, and to the successors and assigns of Grantee, forever.

Grantor covenants to and with Grantee that, except as to the matters, exceptions and reservations above referred to, Grantor is lawfully seized of the Property, the same is free from other encumbrances, and that Grantor will, and Grantor's successors and assigns shall, forever warrant and defend the title to the Property, as herein conveyed, unto Grantee and Grantee's successors and assigns against the lawful claims of all persons whomsoever.

{Remainder of Page Intentionally Left Blank}

20211013000499180 10/13/2021 03:47:51 PM DEEDS 3/4

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of the 12th day of October, 2021.

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Becky Willis, 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 such instrument, she, with full authority, executed the same voluntarily.

Given under my hand and official seal on this the 12__ day of October, 2021.

(SEAL)

Jack Pershing Russell Notary Public, Alabama State At Large My Commission Expires June 22, 2024 NOTARY PUBLIC

My Commission Expires: 1272124

STATE OF ALABAMA COUNTY OF JEFFERIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Roger Willis, 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 such instrument, he, with full authority, executed the same voluntarily.

Given under my hand and official seal on this the 12 day of October, 2021.

{SEAL}

Jack Pershing Russell Notary Public, Alabama State At Large My Commission Expires June 22, 2024 NOTARY PUBLIC

My Commission Expires: <u>b/22/24</u>

Exhibit A Permitted Exceptions

- 1. Taxes for the tax year 2022 and subsequent years, not yet due and payable.
- 2. Any claim to (a) ownership of or rights to minerals and similar substances by third parties, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Property or produced from the Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete land survey of the land.
- 4. Right of way granted to Alabama Power Company as set forth in Real Book 105, page 919 in the Judge of Probate of Shelby County, Alabama.
- 5. Right of parties in possession under any unrecorded leases.
- The Property shall not be deemed to include any house trailer, manufactured home, mobile home or mobile dwelling on the Property.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/13/2021 03:47:51 PM
\$156.00 JOANN
20211013000499180

alli 5. Beyl