

<b>Instrument prepared by:</b> Robert L. Loftin WALLACE JORDAN RATLIFF & BRANDT, L.L.C. 800 Shades Creek Parkway, Suite 400 Birmingham, Alabama 35209 (205) 441-6833. <i>Draftsman makes no warranties as to the sufficiency of the interest conveyed.</i>	<b>Send tax notice to:</b> CCJM, LLC Charles G. Kessler, Jr., manager 3505 Bent River Road Birmingham, Alabama 35216
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The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Ala. Code § 40-22-1(1975):

<u>Grantor's Name/ Mailing Address</u>	<u>Grantee's Name/ Mailing Address</u>	<u>Property Address:</u>
Charles G. Kessler, Jr. 3505 Bent River Road Birmingham, AL 35216	CCJM, LLC Attn: Charles G. Kessler, Jr. 3505 Bent River Road Birmingham, AL 35216	E ½ of SW ¼ §5 T21S R3W Alabaster, AL Trans date: Dec <u>21</u> , 2021

**Purchase Price:** The Property is being transferred without consideration; accordingly, the most recent Shelby County Tax Assessor's assessed current use value of \$25,075 is used. <sup>1</sup>

STATE OF ALABAMA – SHELBY COUNTY

STATUTORY WARRANTY DEED

(50% undivided interest)

Shelby County Tax Assessor Parcel No. 23-3-05-0-000-008.000

*For and in consideration* of the sum of \$10.00 and other good and valuable consideration paid to Charles G. Kessler, Jr. ("Grantor"), a single man, by CCJM, LLC, an Alabama limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor grants, bargains and conveys to Grantee certain real estate situated in Shelby County, Alabama, being more fully described in EXHIBIT A (the "Property").

*This property is NOT the homestead of Grantor.*

*Together with* all and singular, the rights, tenements, appurtenances, and hereditaments thereunto belonging or in any ways appertaining to the Property unto Grantee, and its successors and assigns, forever, in fee simple, free and clear of all liens and encumbrances, unless otherwise set forth in EXHIBIT B (the "Permitted Exceptions"):

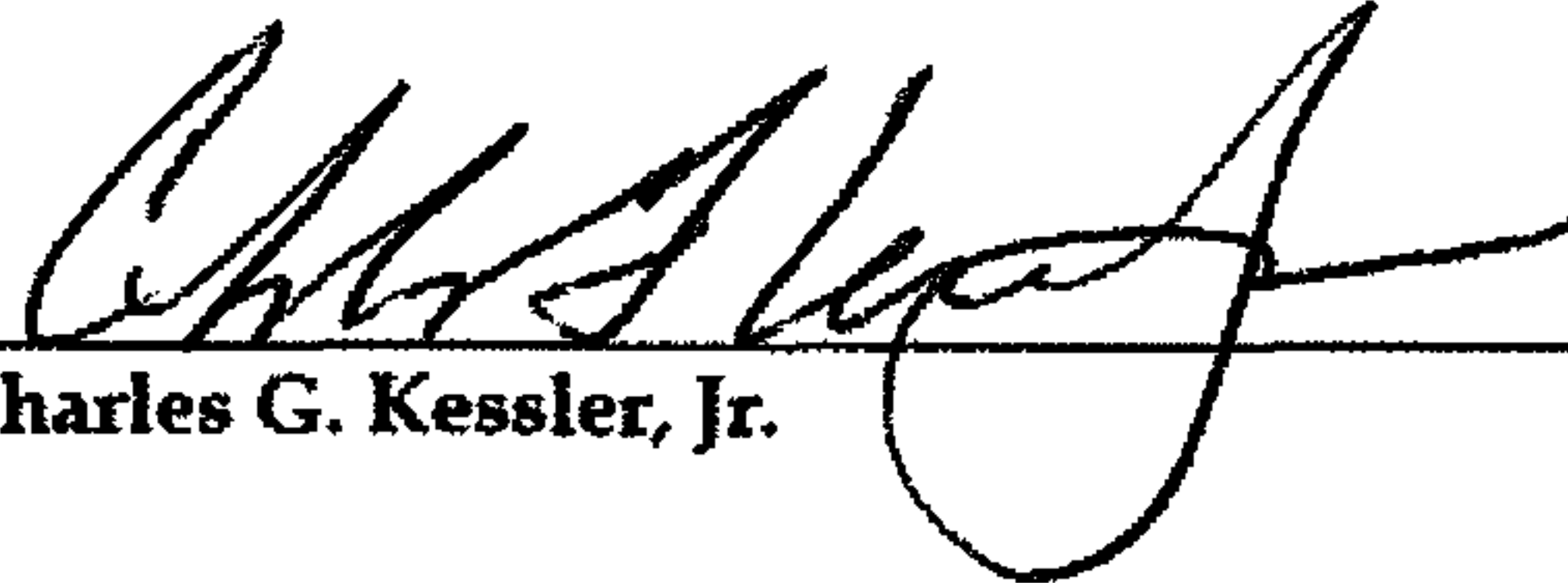
*To have and to hold* unto to Grantee, its successors and assigns forever.

*Signature and notary acknowledgment appear on following page.*

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<sup>1</sup> This deed is for a 50% undivided interest in the Property. The current use value for the entirety of the Property in 2021, which is the most recent value assessed by Shelby County Tax Assessor, is \$50,150.

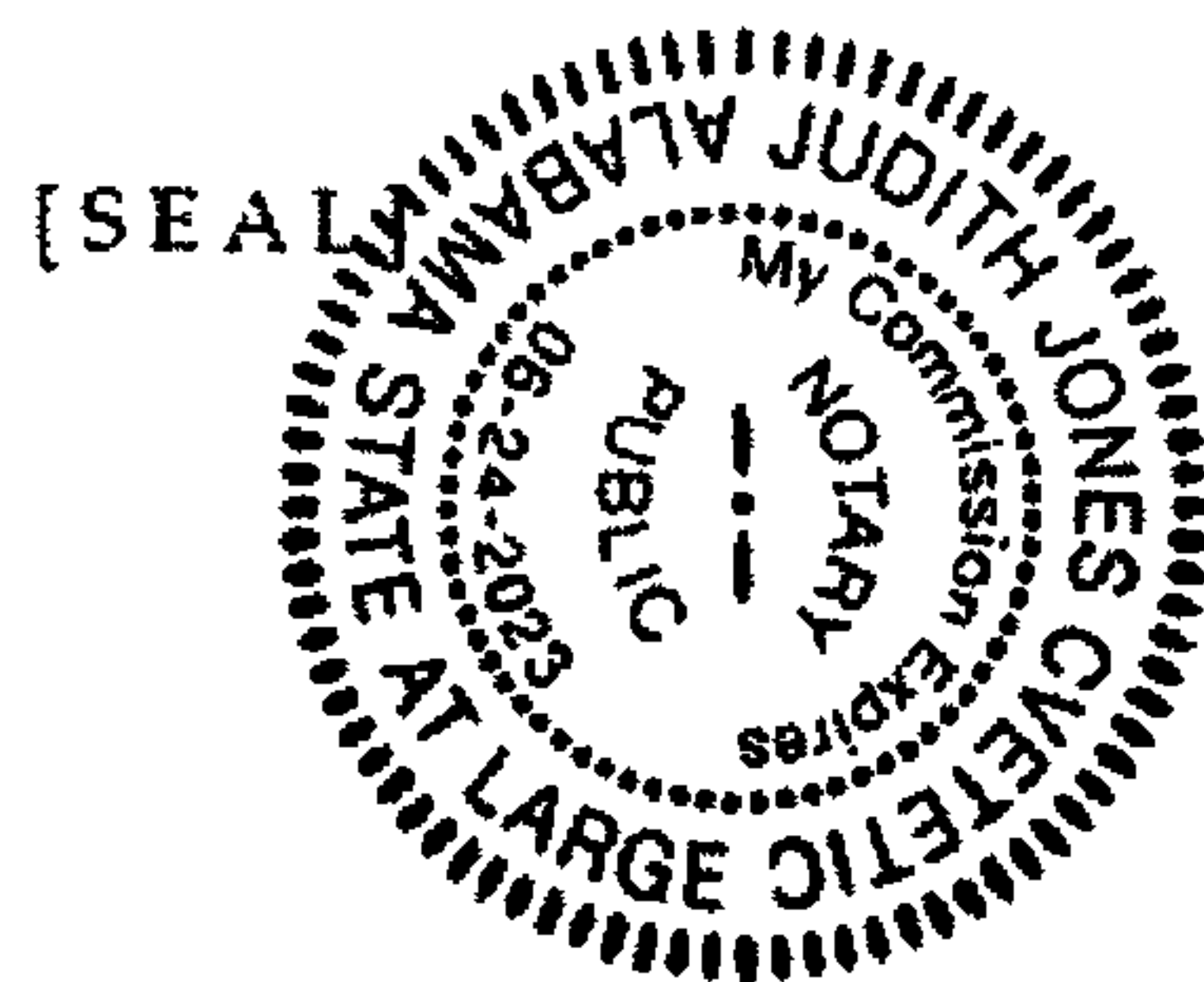
In witness whereof, Grantor has set his hand and seal on this the 21 day of December, 2021.

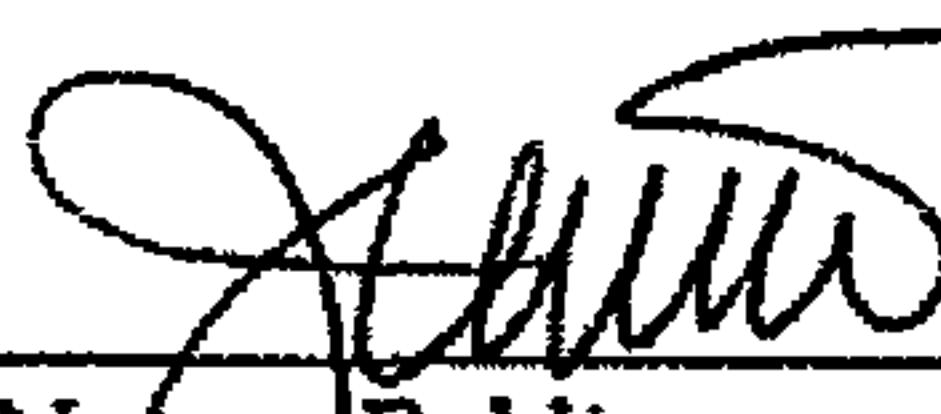
  
Charles G. Kessler, Jr.

STATE OF ALABAMA – JEFFERSON COUNTY

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Charles G. Kessler, Jr., whose name is signed to the foregoing deed, who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 21 day of December, 2021.



  
Notary Public  
My commission expires: 06-24-2023

**EXHIBIT A**  
**Property Description**

A 50% undivided interest in:

The East Half of the Southwest Quarter of Section 5, Township 21 South, Range 3 West as recorded in the Office of the Judge of Probate of Shelby County, Alabama

*Together with* a 60-foot ingress, egress, and utility easement situated in the Northeast Quarter of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1.5-inch Crimp pipe at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama, this point also being the northeast corner of Lot 7 of Longmeadow Farms as recorded in Map Book 11, Page 90, in the Office of the Judge of Probate of Shelby County, Alabama;

thence South 0 degrees 43 minutes 41 seconds West along the west line of the Quarter-Quarter Section and the east line of Lot 7 a distance of 25.96 feet to the *point of beginning* of the centerline of a 60-foot ingress, egress, and utility easement lying 30 feet to either side of and parallel to the described centerline;

thence South 40 degrees 04 minutes 14 seconds East along the centerline a distance of 98.52 feet to a point of curve to the left having a central angle of 18 degrees 48 minutes 53 seconds and a radius of 150.00 feet, the curve subtended by a chord South 49 degrees 28 minutes 41 seconds East and a chord distance of 49.26 feet;

thence along the arc of the curve and along the centerline a distance of 49.26 feet to a point of tangent;

thence South 58 degrees 53 minutes 08 seconds East along the centerline a distance of 214.04 feet to a point of curve to the right having a central angle of 28 degrees 10 minutes 08 seconds and radius of 150.00 feet, the curve subtended by a chord bearing South 44 degrees 48 minutes 03 seconds East and a chord distance of 73.01 feet;

thence along the arc of the curve and along the centerline a distance of 73.75 feet to a point of tangent;

thence South 30 degrees 42 minutes 59 seconds East along the centerline a distance of 125.67 feet to a point of curve to the left having a central angle of 70 degrees 34 minutes 46 seconds and a radius of 150.00 feet, this curve subtended by a chord bearing South 66 degrees 00 minutes 22 seconds East and a chord distance of 173.31 feet;

thence along the arc of the curve and along the centerline a distance of 184.78 feet to a point of tangent;

thence North 78 degrees 42 minutes 15 seconds East along the centerline a distance of 463.90 feet to a point of curve to the right having a central angle of 55 degrees 57 minutes 16 seconds and a radius of 175.00 feet, the curve subtended by a chord South 73 degrees 19 minutes 08 seconds East and a chord distance of 164.19 feet;

thence along the arc of the curve and along the centerline a distance of 170.90 feet to a point of tangent;

thence South 45 degrees 20 minutes 30 seconds East along the centerline a distance of 56.87 feet to a point of curve to the left having a central angle of 7 degrees 42 minutes 43 seconds and a radius of 500.00 feet, the curve subtended by a chord bearing South 49 degrees 11 minutes 51 seconds East and a chord distance of 67.25 feet;

thence along the arc of the curve and along the centerline a distance of 67.30 feet to a point of tangent;

thence South 53 degrees 03 minutes 13 seconds East along the centerline distance of 205.48 feet to the westerly right-of-way of Lacey Avenue and the end of the centerline.

*Also together with* a variable width ingress, egress and utility easement located in the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 South, Range 3 West, being more particularly described as follows:

Begin at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 8, Township 21 South, Range 3 West, the corner also being the northeast corner of Lot 7 Longmeadow Farms as recorded in Map Book 11, Page 90, in the Office of the Judge of Probate of Shelby County, Alabama;

thence run South 00 degrees 43 minutes 41 seconds West along the east line of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 South, Range 3 West, this line also being the east line of Lot 7, for a distance of 71.87 feet to a point;

thence run North 40 degrees 04 minutes 14 seconds West, leaving the Quarter-Quarter line and leaving the east line of Lot 7, for a distance of 95.93 feet to a point lying on the north line of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 South, Range 3 West;

thence run South 88 degrees 35 minutes 14 seconds East along the north line of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 South, Range 3 West for a distance of 62.69 feet to the *point of beginning* and *the end* of this variable width ingress, egress, and utility easement.

*Being the same property* deeded to Grantor by statutory warranty deed dated October 18, 2018, and recorded as Instr. # 20181022000373580, in the office of the Judge of Probate of Shelby County, Alabama.



**EXHIBIT B**  
**Permitted Exceptions**

1. Taxes due in the year of 2021, a lien, but not yet payable, until October 1, 2021, and subsequent years.

2. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

3. Rights or claims of parties in possession not shown by the public records.

4. Any facts, rights, interest, or claims that are not shown by the public records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.

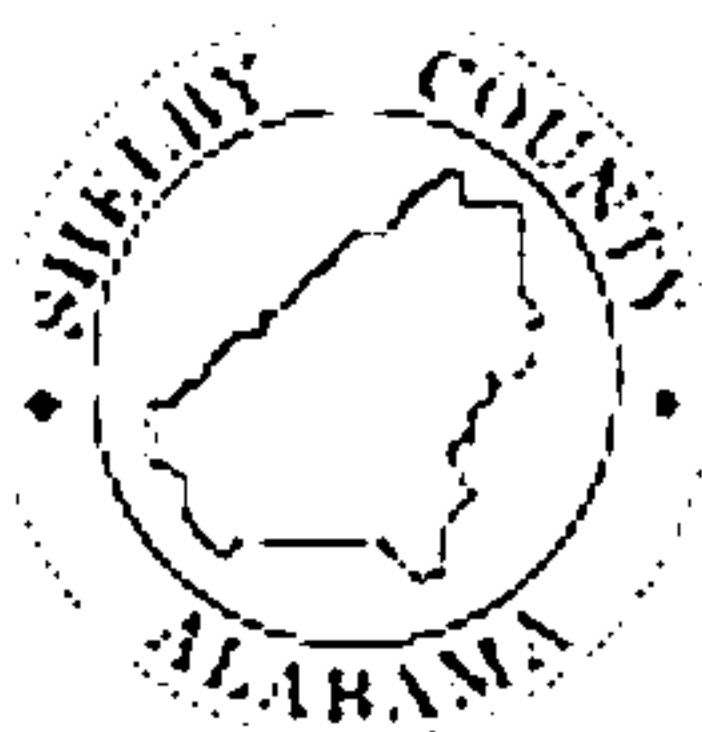
5. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.

7. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.

8. Mineral, mining and together all other rights, privileges and immunities as set forth in Instrument 1997-9552; Instrument 2000-04449, Instrument 2001-27340 and Instrument 20050720000363420.

9. Subject to Hazardous Substances Certificate and Indemnity Agreement by and between Charles G Kessler, Cameron Development Corporation and Union State Bank recorded in Instrument 20181022000373600.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/01/2022 11:36:59 AM  
\$59.50 JOANN  
20220301000086850

*Allen S. Bayl*