

THIS INSTRUMENT PREPARED BY:

N. Riley Murphy, Esq.
Mixon Firm, LLC
2 Perimeter Park S #550E
Birmingham, AL 35243

Send tax notices to:

Alabaster Plaza LLC
c/o Shannon Waltchack Management, LLC
1616 2nd Ave S #100
Birmingham, AL 35233
Attn: Jeff Chopin

STATE OF ALABAMA)
SHELBY COUNTY)



20220303000089290 1/4 \$374.00
Shelby Cnty Judge of Probate, AL
03/03/2022 02:40:49 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **M.E. BUCKELEW, LLC**, an Alabama limited liability company ("Grantor"), by **ALABASTER PLAZA LLC**, an Alabama limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Shelby County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever.

Part of the consideration paid for this conveyance has been paid out of the proceeds of a mortgage loan closed simultaneously herewith in the amount of \$1,371,756.40.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

And Grantor, for Grantor, and Grantor's successors and assigns, covenants with Grantee, and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor and Grantor's successors and assigns, except with respect to the Exceptions, shall warrant and defend the same to Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but not otherwise.

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:
M.E. Buckelew, LLC	Alabaster Plaza LLC
8484 Chelsea Road	1616 2 nd Ave S #100
Columbiana, AL 35051	Birmingham, AL 35233
Property Address:	Lots 1-A and 3-A, Map Book 46, Page 94
Date of Sale:	February 28 th , 2022
Purchase Price:	\$1,714,695.50
The Purchase Price can be verified in:	☒ Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐

[Signature on following page]

Shelby County, AL 03/03/2022
State of Alabama
Deed Tax: \$343.00

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be effective as of the Date of Sale referenced above, although actually executed on the date set forth in the acknowledgment below.

GRANTOR:

M.E. BUCKELEW, LLC,
an Alabama limited liability company

By: Elbert J. Buckelew
Name: Elbert J. Buckelew
Its: Member

By: Mary M. Buckelew
Name: Mary M. Buckelew
Its: Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)



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I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Elbert J. Buckelew and Mary M. Buckelew, whose names as members of M.E. BUCKELEW, LLC, an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 25th day of February, 2022.

Notary Public

AFFIX SEAL

My commission expires: 11/3/2024

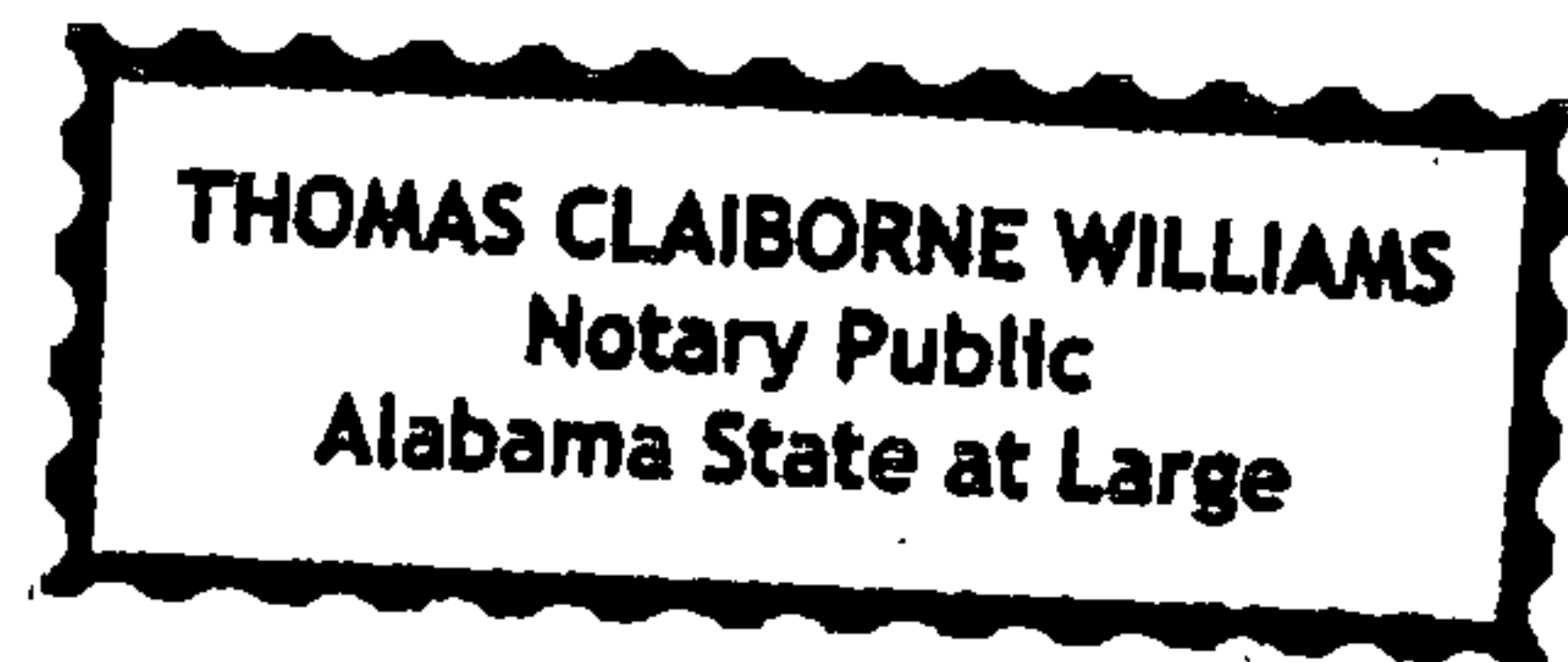


EXHIBIT A

Description of the Property

Lots 1-A and 3-A according to the Resurvey of First United Methodist Church Addition to Alabaster, as recorded in Map Book 46, Page 94, in the Probate Office of Shelby County, Alabama.

Together with rights obtained, that constitute an interest in real estate, under that certain Reciprocal Easement for Joint Access and Parking by and between First United Methodist of Alabaster, Inc. and M.E. Buckelew, LLC dated May 12, 2016 and recorded in Instrument Number 20160519000171530 amended in Instrument # 20220301000086150.



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EXHIBIT B

Exceptions



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1. Taxes and assessments for the year 2022, and subsequent years, not yet due and payable.
2. Any minerals or mineral rights not owned by Grantor.
3. Rights of tenants, as tenants only, under the unrecorded leases set forth in that certain Assignment and Assumption of Leases between Grantor and Grantee of even date herewith.
4. 50 foot building setback line from State Highway 119; 50 foot building setback from the Easterly lot line of Lot 1-A; 5 foot building setback from a portion of the Northerly lot line of Lot 1-A; 50 foot building setback from Northeasterly lot line of Lot 1-A; 15 foot building setback from Southwesterly lot line of Lot 1-A; 15 foot building setback line from Westerly lot line of Lot 3-A; 5 foot building setback from a Westerly portion of Lot 3-A; 50 foot building setback from Southeasterly line of Lot 3-A; 5 foot building setback from a portion of the Southerly lot line of Lot 3-A; 50 foot building setback from the Northerly lot line of Lot 3-A; 8 foot utility easement along state highway 119 right of way on Lot 1-A; 8 foot utility easement on Lot 3-A; 20 foot storm easements on Lot 3-A; 10 foot storm easement on Lot 3-A; 20 foot sanitary sewer easement on Lot 3-A; notes; all as shown on recorded map, Map Book 46, Page 94.
5. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 148, Page 297; Deed Book 194, Page 31, and Deed Book 121, Page 255.
6. Memorandum of Lease by and between FES Properties, as Landlord, and Harco Drug, Inc., as Tenant, as recorded in Instrument Number 1994-12136, Landlord's interest assigned in Instrument Number 1994-13988; Instrument Number 1994-29571; Instrument Number 1994-17938, and Instrument Number 20160519000171520.
7. Restrictions as set out on Memorandum of Lease by and between FES Properties, as Landlord, and Harco Drug, Inc., as Tenant, as recorded in Instrument Number 1994-12136.
8. Reciprocal Easement for Joint Access and Parking by and between First United Methodist of Alabaster, Inc. and M. E. Buckelew, LLC dated May 12, 2016, and recorded in Instrument Number 20160519000171530, amended in Instrument Number 20220301000086150.
9. The accuracy of the North Arrow on the First United Methodist Church Addition to Alabaster as recorded in Map Book 42, Page 27.
10. The accuracy of the North Arrow on the Resurvey of First United Methodist Church Addition to Alabaster as recorded in Map Book 46, Page 94.
11. The following matters set out on Survey of Jason E. Bailey, dated February 11, 2022 and designated as BLG Project No. 22.015:
 - a. Overhead Power Line(s) traversing the Land. (as to Lot 1-A)
 - b. Rights of the property owners adjoining the Northwest lot line in and to the party wall located on the Land. (as to Lot 1-A)
 - c. Encroachment of Overhang into 50 foot Building Setback Line along the Northeasterly lot line. (as to Lot 1-A)
 - d. Overhead Power Line(s) traversing the Land. (as to Lot 3-A)
 - e. Rights of the property owners adjoining the Southeast lot line in and to the party wall located on the Land. (as to Lot 3-A)
 - f. Encroachment of Overhang into 50 foot Building Setback Line along the Northeasterly lot line. (as to Lot 3-A)