

20220627000254500
06/27/2022 10:17:05 AM
DEEDS 1/6

Prepared By:
KPPB LAW
Kirtan Patel, Esq.
990 Hammond Drive NE, Suite 800
Atlanta, Georgia 30328
KPPB 6408.001

After recording please return to:
Fidelity National Title Company
6840 Carothers Pkwy, Suite 200
Franklin, TN 37067
File NO.: 20220539CTN-AL

Send Tax Notice To:
Birmingham Hospitality LLC
1101 N. Prospect Ave,
Itasca, IL 60143

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED (this "Deed") is made as of the _____ day of _____, 2022, by and between McNeill Birmingham, LLC, a Tennessee limited liability company, whose address is 1468 Kimbrough Rd., Suite 103, Germantown, TN 38138 ("Grantor") and Birmingham Hospitality, LLC, an Alabama limited liability company, whose address is 1101 N. Prospect Ave., Itasca, IL 60143 ("Grantee").

WITNESSETH:

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns, with special warranty, the land described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

The Property is not the homestead of the Grantor.

GRANTOR'S WILL WARRANT and forever defend the right and title to the above-described real property unto the Grantees against the claims of all person, claiming by, through or under Grantor's, but not further or otherwise, but subject to the Permitted Exceptions shown on Exhibit B attached hereto and incorporated herein by reference .

Any and all provisions of this Deed notwithstanding, the Property conveyed herein and all improvements thereon are being conveyed in "AS IS, WHERE IS WITH ALL FAULTS" condition with no repairs to be made by Grantor and no warranty by Grantor as to the fitness or defects of any nature or kind as to the Property and any improvements on the Property to Grantee, their successors, heirs and assigns. Grantor has not made and does not hereby make (except as expressly set forth in this deed) any representations or warranties of any nature, kind or character whatsoever, express or implied, with respect to the Property or its improvements, its condition, (environmental, or otherwise), uses, fitness for any particular purpose, income to be derived therefrom or expenses to be incurred with respect thereto, and Grantor hereby disclaims and renounces any such representations or warranties.

For purposes of compliance with Code of Alabama 1975, Section 40-22-1, Grantor validates and verifies the following:

- (i) *Grantor's Name and Mailing Address is:* McNeill Birmingham, LLC, 1468 Kimbrough Rd., Suite 103, Germantown, TN 38138;
- (ii) *Grantee's Name and Mailing Address is:* Birmingham Hospitality, LLC, c/o Helix Hospitality LLLP, 1101 N. Prospect Ave., Itasca, IL 60143;
- (iii) *The property address of the property conveyed hereby is:* 6220 Farley Court, Hoover, Alabama, 35242;
- (iv) *The Date of Sale is:* June __, 2022;
- (v) *The Total Purchase Price is:* \$8,425,000 or Actual Value is \$N/A or Assessor's Market Value is \$N/A;
- (vi) *The purchase price or actual value claimed on this form can be verified in the following documentary evidence:* X Sales Contract N/A Appraisal (Recordation of documentary evidence is not required).

THERE IS NOTHING FURTHER ON THIS PAGE.

SPECIAL WARRANTY DEED - CONTINUED

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

McNeill Birmingham, LLC,
a Tennessee limited liability company

By: _____

Phillip H. McNeill, Jr.
Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for said State, personally appeared Phillip H. McNeill, Jr., personally known to me or proved to me on this basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of MCNEILL BIRMINGHAM, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Vice President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name as such Vice President thereof.

Witness my hand and seal, at office, this 8th day of June, 2022.

My Commission Expires:

Kathy R. Palmisano

Printed Name: KATHY R. PALMISANO



SPECIAL WARRANTY DEED – CONTINUED

**EXHIBIT “A”
LEGAL DESCRIPTION**

Lot 1A of the Resurvey of Lot 1 of “The Village at Lee Branch Sector 1 – Phase 3”, as recorded at Plat Book 42 at Page 56 in the Office of the Judge of Probate of Shelby County, Alabama, being a resurvey of Lot 1 of The Village at Lee Branch Sector 1- Phase 3 as recorded in Map Book 41 at page 95 in the Office of the Judge of Probate of Shelby County, Alabama and being a Plat for the Dedication of Farley Court as a Public Right of Way.

Together with easements provided pursuant to Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated January 29, 2010 from AIG Baker East Village, L.L.C. at File 20100129000029100 in the Office of Judge of Probate of Shelby County, Alabama and Assignment of Agreement of Covenants, Conditions and Restrictions and Grants of Easement filed January 29, 2010 at File 20100129000029120.

Reference to acreage or square footage contained in the description of the Property is merely for convenience in identifying the Property and no representation or warranty is made as to any acreage or square footage.

SPECIAL WARRANTY DEED – CONTINUED

**EXHIBIT “B”
PERMITTED EXCEPTIONS**

1. 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.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. 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 and gravel in, on and under the Property; together with all mining rights and other rights, privileges and immunities relating thereto.
5. Taxes for the year 2022, a lien not yet due and payable.
6. Matters shown on the Plat of Resurvey of record in Plat Book 42, Page 56, and re-recorded at Plat Book 41, Page 95, in the Office of the Judge of Probate for Shelby County, Alabama.
7. Terms, covenants, conditions, easements, restrictions, reservations and other provisions, including provisions which provide for a private charge or assessment, and also provide for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant, according to that certain Declaration of Agreement of Covenants, Conditions and Restriction and Grant of Easements, and the exhibits and attachments thereto recorded at Document Number 20100129000029100, in the Office of the Judge of Probate for Shelby County, Alabama. As assigned by Assignment of Agreement of Covenants, Conditions and Restrictions and Grant of Easements recorded in Document Number 20100129000029120, in the Office of the Judge of Probate for Shelby County, Alabama.
8. Ordinance No. 08-2171 of City of Hoover, Alabama recorded in Document Number 20081210000461780, in the Office of the Judge of Probate for Shelby County, Alabama.
9. Easement for Distribution Facilities of record at Instrument No. 20100817000263080, in the Office of the Judge of Probate for Shelby County, Alabama.
10. Permanent Easement Deed of record at Instrument No. 20110128000031070, in the Office of the Judge of Probate for Shelby County, Alabama.
11. Rights of others in and to the common areas and/or elements.

Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1***

Grantor's Name McNeill Birmingham, LLC
 Mailing Address 1468 Kimbrough, Suite 103,
Germantown, TN 38138

Grantee's Name Birmingham Hospitality, LLC
 Mailing Address c/o Helix Hospitality LLLP
1101 N. Prospect Ave.
Itasca, IL 60143

Property Address 6220 Farley Court
Hoover, Alabama 35242

Date of Sale _____
 Total Purchase Price \$ 8,425,000.00

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/27/2022 10:17:05 AM
 \$8462.00 JOANN
 20220627000254500

or
 Actual Value \$ _____

or
 Assessor's Market Value \$ _____



The purchase price or actual value claimed *Allen S. Byrd* can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☒ Sales Contract ☐ Other
☒ Closing Statement

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 § 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 § 40-22-1 (h).

Date _____

Print Phillip H. McNeill Jr., as Vice President of McNeill Birmingham, LLC

☐ Unattested

(verified by)

Sign *clj*
 (Grantor/Grantee/Owner/Agent) circle one

Form RT-1