

20230214000039720
02/14/2023 02:35:11 PM
CORDEED 1/3

This instrument is being re-recorded to correct the year of conveyance. 20230119000015280
01/19/2023 08:46:36 AM
DEEDS 1/3

This Instrument was Prepared by:

Mike T. Atchison, Attorney at Law
101 West College Street
Columbiana, AL 35051

Send Tax Notice To: Mt. Dixie Development LLC

101 Mildred St
Columbiana, AL 35051

File No.: S-23-28892

WARRANTY DEED

State of Alabama

) Know All Men by These Presents:

County of Shelby

That in consideration of the sum of One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00), the amount of which can be verified in the Sales Contract between the parties hereto, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, Andrew Moore and wife, Diane Moore and Stancil Handley, a married man (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Mt. Dixie Development LLC, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama, to wit;

SEE EXHIBIT "A" ATTACHED HERETO

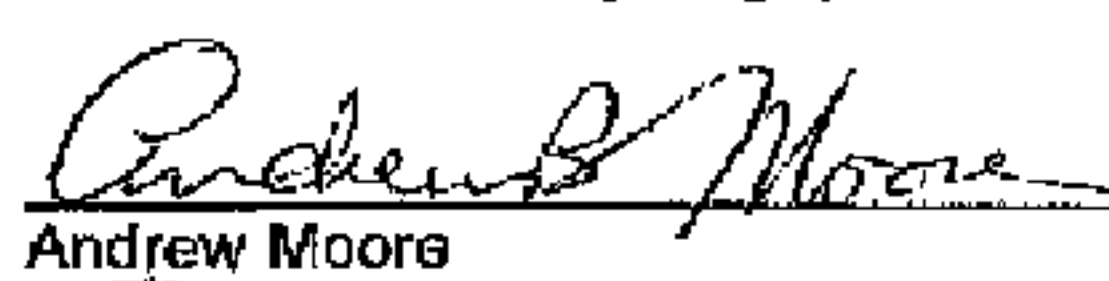
Property may be subject to 2023 taxes and subsequent years, all covenants, restrictions, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded. No part of the homestead of the Grantors herein or spouse.

\$0.00 of the purchase price of the above described property was financed with the proceeds of a mortgage loan closed simultaneously herewith.

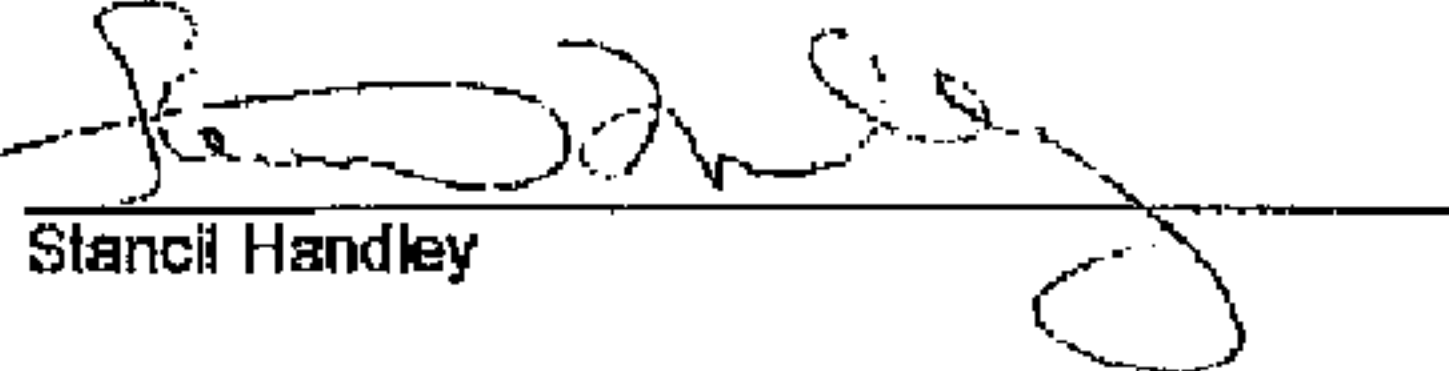
TO HAVE AND TO HOLD to the said Grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all person.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 18th day of January, 2023 X 2023.


Andrew Moore


Diane Moore



Stancil Handley

State of Alabama

County of Shelby

I, Mike T. Atchison, a Notary Public in and for the said County in said State, hereby certify that Andrew Moore, Diane Moore and Stancil Handley, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of January, 2023 X 2023.


Notary Public, State of Alabama
Mike T. Atchison
My Commission Expires: September 01, 2024



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EXHIBIT "A"
LEGAL DESCRIPTION

One lot or parcel of land in the City of Columbiana, Shelby County, Alabama, on which is now located a brick building occupied by Columbiana 5 & 10 Store, which said lot or parcel of land is bounded as follows: Beginning at the Northeast corner of the lot owned by A. P. Longshore of May 8, 1924 and now owned by Karl C. Harrison and at the Southeast corner of the lot or parcel of land herein conveyed and on the West side of Main Street, and running North along the West side of Main Street 40 1/2 feet, more or less to the Southeast corner of the Brick store building, formerly occupied by the Columbiana Drug Company and City Drug Company and formerly owned by Max Lefkovits and now occupied by the Columbiana Leader; thence running West along the South side of the Columbiana Leader Store Building lot for 128 feet and 9 inches, more or less, to the lot formerly owned by C. W. O'Hara and later owned by George Tinney and by J. R. Meigs and now owned by Robert E. Liveoak; thence run South 40 1/2 feet along the line of said Liveoak property; thence East 128 feet and 9 inches, more or less, to the point of beginning; which said property may be further described as follows: One brick store and lot in City of Columbiana, Alabama, fronting 40 1/2 feet on the West side of Main Street and running back that uniform width West 128 feet and 9 inches, being situated between lot formerly owned by Max Lefkovits and now owned by Dorothy Lefkovits and Norman L. Lefkovits, on the North and the lot formerly owned by the Columbiana Savings Bank; and now owned by Karl C. Harrison on the South.

ALSO, all rights and privileges the grantors have to join the South, wall of said building occupied by the Columbiana Leader and now owned by Dorothy Lefkovits and Norman L. Lefkovits and all rights in said wall, or any wall that may replace the same, which were conveyed by E. D. Hall to Gordon DuBose on January 15, 1902, by deed recorded in Vol. 24 of Deeds, Page 574, Probate Office of Shelby County, Alabama.

ALSO, a perpetual easement on 13 inches off the Southern part of a lot in the town of Columbiana, Alabama, extended in a straight line immediately West and from the rear of the South wall of said building on the West side of Main Street formerly occupied by the City Drug Company and the Columbiana Drug Company and now owned by Dorothy Lefkovits and Norman L. Lefkovits and occupied by the Columbiana Leader, said strip of 13 inches extending West from said rear of said South wall of said Lefkovits building to the Eastern boundary line of said lot formerly owned and occupied by C. W. O'Hara and now owned by Robert E. Liveoak and bounded on the South by the lot above described. Said easement consisting of the right to building and keep a brick wall or walls at all times on said 13 inch strip or any part of the same and to join the same to the rear of said Southern wall of said Lefkovits Building or any wall that may replace the same. It is intended to be conveyed by the grantors the same property and rights as conveyed in deed dated May 9, 1924, from Columbiana Savings Bank to Pearle Friedberger, recorded in Deed Record Book 106, at Page 147, Probate Office of Shelby County, Alabama, and this deed is subject to an agreement as to an alley 20 feet wide on the West side of the lands herein described and recorded in Volume 29, Page 264, Probate Office of Shelby County, Alabama subject to any and all apparent encroachments and easements, easements of record and lease from grantors to Grover C. Burks, dated December 1, 1965, which said lease has been assigned to L. B. Wallace.

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Real Estate Sales Validation Form

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

Grantor's Name	Andrew Moore Diane Moore Stancil Handley	Grantee's Name	Mt. Dixie Development LLC
Mailing Address	<u>230535 Hwy 25 Wilksville, AL 35184</u>	Mailing Address	<u>101 Mildred St Columbiana, AL 35057</u>
Property Address	<u>104 S Main Street Columbiana, AL 35051</u>	Date of Sale	<u>January 18, 2022</u>
		Total Purchase Price	<u>\$175,000.00</u>
		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)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> 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 of 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 January 18, 2023

Print Andrew Moore

Unattested

Sign Andrew Moore
(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded (verified by)
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/19/2023 08:46:36 AM
\$204.00 PAYGE
20230119000015280

Allen S. Boyd



Form RT-1
Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/14/2023 02:35:11 PM
\$30.00 BRITTANI
20230214000039720

Allen S. Boyd