#### This Instrument Prepared By:

\$1,292,308.00 (Purchase Price)





HARPOLE LAW, LLC

Ann Harpole, Esq. 82 Plantation Point, PMB #206 Fairhope, Alabama 36532 Telephone (251)928-5856

STATE OF ALABAMA

**WARRANTY DEED** 

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE MILLION TWO HUNDRED NINETY TWO THOUSAND THREE HUNDRED EIGHT DOLLARS AND NO/100 (\$1,292,308.00), good and valuable consideration, in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, 7 S&M LAND, LLC, an Alabama limited liability company, (hereinafter referred to as GRANTOR), does hereby, subject to the matters, limitations, and exceptions hereinafter described, GRANT, BARGAIN, SELL, AND CONVEY unto JAMES L. ADAMS, (hereinafter referred to as GRANTEE), in fee simple, the following real property located in Shelby County, Alabama:

OUTPARCEL 2. ACCORDING TO THE PLAT OF CHELSEA CROSSING SUBDIVISION RECORDED IN MAP BOOK 37, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

(See attached Exhibit "A")

Together with all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD the same unto said GRANTEE as set out hereinabove, his heirs, successors and assigns, forever.

THE CONVEYANCE OF SAID PROPERTY BY GRANTOR TO GRANTEE IS MADE SUBJECT TO:

- 1. Taxes for the year 2023, which became a lien as of October 1, 2022, but are not due and payable until October 1, 2023.
- Building setback lines, easements and other matters set forth on recorded plat of said subdivision.

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- 20 foot water easement dedicated on Plat of Chelsea Crossing Subdivision recorded in Map Book 37, Page 49.
- 4. Reservation of mineral and mining rights contained in instrument recorded in Deed Book 191, Page 556.
- Declaration of Easements by MJM Chelsea, LLC and Double J & O, LLC recorded in Instrument #20060421000186980.
- 6. Easement granted Alabama Power Company by instrument recorded in Deed Book 306, Page 403.
- Easement granted Alabama Power Company by instrument recorded in Instrument #20060829000425080.
- 8. Sanitary Sewer Easement Agreement recorded in Instrument #20070329000141970.
- Easement granted Alabama Power Company by instrument recorded in Instrument #20121016000396640.
- 10. Declaration of Temporary Slope and Grading Easement recorded in Instrument #20121107000427770.
- 11. Access Easement Agreement recorded in Instrument #20070608000270400.
- 12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the property herein conveyed, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records. No representation is made as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. It is the Grantor's intention to convey any mineral and/or mining interest that Grantor may own.
- 13. Rights of tenants, as tenants only, under any and all leases, whether recorded or unrecorded.
- 14. All matters as set forth on that certain preliminary survey performed by Gonzalez-Strength & Associates, Inc., a copy of which is hereby acknowledged to have been provided by Grantor to the Grantee herein.

And GRANTOR does for itself and for its successors and assigns, warrant and covenant with the said GRANTEE, as well as with his heirs, successors and assigns, that it is lawfully seized of an indefeasible estate in fee simple of said premises; that it is in quiet and peaceable possession thereof; that the real property is free from all encumbrances, except the matters to which this conveyance has been specifically made subject; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns SHALL WARRANT AND DEFEND THE SAME TO THE SAID GRANTEE, AND TO HIS HEIRS, SUCCESSORS AND ASSIGNS, FOREVER, against the lawful claims of all persons.

BY:

## 7 S&M LAND, LLC, an Alabama limited liability company

	SAMUEL G. RUBENSTEIN, its Manager		
STATE OF Mary land  Montgomery COUNTY  I, the undersigned Notary Pu	§ ss. § ss. lblic, in and for said State, hereby	certify that SAMUEL G.	
RUBENSTEIN, whose name is signed LLC, an Alabama limited liability coon this day that, being informed of Manager of 7 S&M LAND, LLC, and executed the same voluntarily on the	ompany, and who is known to me, the contents of said conveyance don behalf of 7 S&M LAND, LLC	acknowledged before me e and in his capacity as	
Given under my hand and off	icial seal on this the 17 day of Fel	bruary, 2023.	
	Au A		
	Notary Public My Commission Expires:	MARIE L DIOUF Notary Public-Maryland Montgomery County My Commission Expires November 21, 2026	
PROPERTY ADDRESS: 16056 U.S. Highway 280 Chelsea, AL 35043			
GRANTEE'S ADDRESS:	GRANTOR	SRANTOR'S ADDRESS:	
·			

NOTE: The scrivener of this instrument has not reviewed the probate records and does not give an opinion as to the status of the title to the Property. The scrivener and Harpole Law, LLC represent neither the Grantor(s) or Grantee(s). Independent counsel should be consulted for legal advice, if desired by either party.

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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 Mailing Address	7 S&M Land, LLC 3900 Montclair Rd Ste 310 Birmingham, AL 35213	Grantee's Name Mailing Address	James L. Adams 1009 Leroy St San Diego, CA 92106	
Property Address	16056 U.S. Highway 280 Chelsea, AL 35043	Date of Sale Total Purchase Price or	21st day of February, 2023 \$1,292,308.00	
		Actual Value or	\$	
		Assessor's Market Value	\$	
•	ot		owing documentary	
If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not require				
		nstructions		
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.				
•	e - the total amount paid for the patential strument offered for record.	ourchase of the property, both	h real and personal, being	
conveyed by the ins	property is not being sold, the trostrument offered for record. This sessor's current market value.	• • • •		
current use valuation	ed and the value must be determined on, of the property as determined y tax purposes will be used and the second to the contract of the contra	by the local official charged	with the responsibility of valuing	
I further understand	of my knowledge and belief that that that any false statements claimed that any false \$40-22-1 (h).		his document is true and accurate. the imposition of the penalty	
Date 2 21 5	2023	Print Kimberly M. John	son	
Unattested	(verified by)	Sign / C		
		(Grantor/Gra	antee/owner/agent) circle one	

# EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1939083

Outparcel 2, according to the plat of Chelsea Crossing Subdivision recorded in Map Book 37, Page 49 of the records in the Office of the Judge of Probate of Shelby County, Alabama.

Being the same property conveyed by Deeds recorded in Instrument #20070608000270390, Instrument #20110105000001620 and Instrument #20120813000298370.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$1326.50 PAYGE
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File No.: 1939083