

<i>Prepared by and after recording return to:</i>	<i>Send Tax Notice to:</i>
<i>Damon P. Denney Burr &amp; Forman LLP 420 North 20th Street Suite 3400 Birmingham, Alabama 35203 (205) 251-3000</i>	<i>PEOPLES BANK OF ALABAMA 1912 Cherokee Avenue SW Cullman, AL 35055 Attn: David Patterson</i>

STATE OF ALABAMA )

SHELBY COUNTY )

**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, **UNION STATE BANK, an Alabama banking corporation** (hereinafter referred to as "GRANTOR"), does hereby grant, bargain, sell and convey unto **PEOPLES BANK OF ALABAMA, an Alabama banking corporation** (hereinafter referred to as "GRANTEE"), all right, title and interest of GRANTOR in and to the real estate situated in Shelby County, Alabama, and more particularly described as follows:

**See Exhibit "A," attached hereto and incorporated by reference as if set out fully herein verbatim (the "Property").**

Together with all and singular the improvements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, and all reversions, remainders, rents, issues, and profits thereof.

This conveyance is hereby made subject to (1) those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference; (2) Ad valorem taxes for 2023 and subsequent years; and (3) all zoning ordinances governing use of the Property.

TO HAVE AND TO HOLD all and singular, the Property, together with the appurtenances, unto the said GRANTEE, its successors and assigns forever. GRANTOR makes no warranty or covenant respecting the nature of the quality of the title to the Property hereby conveyed other than that GRANTOR has neither conveyed nor permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by GRANTOR. The Property is sold "as is" without any warranty related to the use or condition of the Property.

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Executed this 31<sup>st</sup> day of August, 2023.

UNION STATE BANK  
an Alabama banking corporation

By:

Name:

Title:

Thomas E. Thornton  
SR Lender / vice President

Nob

Unofficial Witness

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that THOMAS E. THORNTON, whose name as VICE PRESIDENT of UNION STATE BANK, an Alabama banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 30<sup>th</sup> day of August, 2023

Notary Public:

MY COMMISSION EXPIRES JUNE 15, 2025

My Commission Expires: \_\_\_\_\_

**EXHIBIT A****Legal Description****Parcel I**

A parcel of land situated in S 1/2 of the SW 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West; thence run North along the Quarter line 506.79 feet; thence left  $121^{\circ}25'36''$  run in a Southwesterly direction 1325.96 feet; thence right  $129^{\circ}39'13''$  run in a northerly direction 359.51 feet; thence left  $90^{\circ}00'00''$  run in a westerly direction 319.00 feet, to the Easterly right of way of U.S. Highway No. 31; thence right  $90^{\circ}00'00''$  run in a northerly direction along said right of way 131.39 feet to the point of beginning; thence continue along last stated course 140.00 feet; thence right  $45^{\circ}59'33''$  run in a northeasterly direction along said right of way 110.03 feet to the right of way of Alabama Highway No. 119 which is on a curve to the left, said curve having a central angle of  $02^{\circ}49'12''$  and a radius of 1949.89 feet, thence turn an angle to tangent to the right of  $42^{\circ}47'00''$  run along the arc of said curve 95.97 feet in an easterly direction along the right of way of Alabama Highway No. 119; thence turn an angle to tangent to the right of  $94^{\circ}02'39''$  and leaving said right of way run in a Southerly direction 220.85 feet; thence right  $90^{\circ}00'00''$  run in a westerly direction 175.00 feet to the point of beginning.

Less and except that property conveyed in Inst. No. 1995-18757.

Less and except that property dedicated to the City of Pelham for a Public Road in Inst. No. 1996-22947.

Less and except that property conveyed to the State of Alabama in Inst. No. 1997-30809.

**Also Described As:****Parcel IIA**

A parcel of land situated in S 1/2 of the SW 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the SE corner of the SW 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence north along the east line of said 1/4 section a distance of 506.79 feet to a point; thence turn left  $121^{\circ}32'23''$  and run southwest a distance of 1325.96 feet to a point; thence turn right  $129^{\circ}29'44''$  and run northeast 359.51 feet to a point; thence turn an interior angle right of  $90^{\circ}08'51''$  and run northwest a distance of 319.40 feet to a point on the easterly right of way of U.S. Highway 31; thence turn an interior angle left of  $89^{\circ}58'02''$  and run northerly along said right of way a distance of 131.39 feet to a 5/8" rebar capped LS 18394; thence turn right  $90^{\circ}58'19''$  leaving said right of way and run southeast a distance of 26.97 feet to a cross at the POINT OF BEGINNING, said point also being on the easterly side of a 27 foot right of way; thence turn left  $91^{\circ}08'51''$  and run northerly along said right of way a distance of 102.05 feet to a cross at the beginning of a curve to the right having a central angle of  $45^{\circ}59'24''$  and a radius of 50.00 feet; thence northeast along the arc of said curve and along said right of way a distance of 40.13 feet to a mag nail; thence tangent to said curve run northeast along said right of way a distance of 3.02 feet to a mag nail at the beginning of a curve to the right having a central angle of  $42^{\circ}50'28''$  and a radius of 50.00 feet; thence run northeasterly along the arc of said curve and along said right of way a distance of 37.39 feet to a cross at the beginning of a reverse curve having a central angle of  $2^{\circ}46'07''$  and a radius of 2006.89 feet; thence easterly along the arc of said curve and along said right of way a distance of 96.97 feet to a cross; thence turn an interior angle left from the chord of said

curve 87°26'25" leaving said right of way and run southerly a distance of 161.42 feet to a cross; thence turn an interior angle left of 88°51'32" and run westerly 148.03 feet to the POINT OF BEGINNING. Said parcel of land contains 0.52 acres, more or less.

Parcel IIB

Together with the beneficial rights associated with the Agreement recorded in Inst. No. 1995-04564 as amended by Amendment to Agreement recorded in Inst. No. 1995-26512, Grant of Drainage Easement recorded in Inst. No. 1995-04567 and Cross Easement Agreement recorded in Inst. No. 1995-04566, as amended by Amendment to Agreement recorded in Inst. No. 1995-26512.

For Identification Purposes:

Property Address:

2267 Pelham Parkway, Pelham, AL 35124

Parcel No. 10-9-31-3-001-019.008

**EXHIBIT B**

**Title Exceptions**

Title to all minerals not owned by Grantor within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto not owned by Grantor

Right-of-way granted to Alabama Power Company recorded in Deed Book 101, Page 506; Volume 112, Page 513; Volume 175, Page 57; and Deed Book 170, Page 258.

Right of way to AT&T in Volume 168, Page 405.

Right of way to Shelby County, Alabama for road in Volume 154, Page 162, Volume 159, Page 482 as it relates to beneficial easements.

Without limiting any beneficial rights conveyed herein, the terms and conditions of agreement recorded in Inst. No. 1995-4564, as amended by Amendment to Agreement as recorded in Inst. No. 1995 Page 26512.

Terms and conditions associated with grant of drainage easement recorded in Inst. No. 1995-4567.

Without limiting any beneficial rights conveyed herein, the terms and conditions associated with Cross Easement Agreement recorded in Inst. No. 1995-4566 as amended by Amendment to Agreement as recorded in Inst. No. 1995 Page 26512.

Easements contained in deed recorded in Inst. No. 1995-04570, as amended in Inst. No. 1995-26512. Release from obligations related thereto recorded in Inst. No. 1999-21739.

Sign situated in Public right of way as shown on survey of Rodney Keith Cunningham dated June 22, 2023.

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

Grantor's Name:	Union State Bank	Grantee's Name:	Peoples Bank of Alabama
Mailing Address:	2019 Cogswell Avenue Pell City, AL 35125	Mailing Address	1912 Cherokee Avenue SW Cullman, AL 35055
Property Address:	2267 Pelham Parkway Pelham, AL 35124	Date of Sale:	August 31, 2023
		Total Purchase Price:	\$830,000.00
		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):

_____	Bill of Sale	_____	Appraisal
<u>X</u>	Sales Contract	_____	Other (Tax Assessor Market Value):
_____	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.

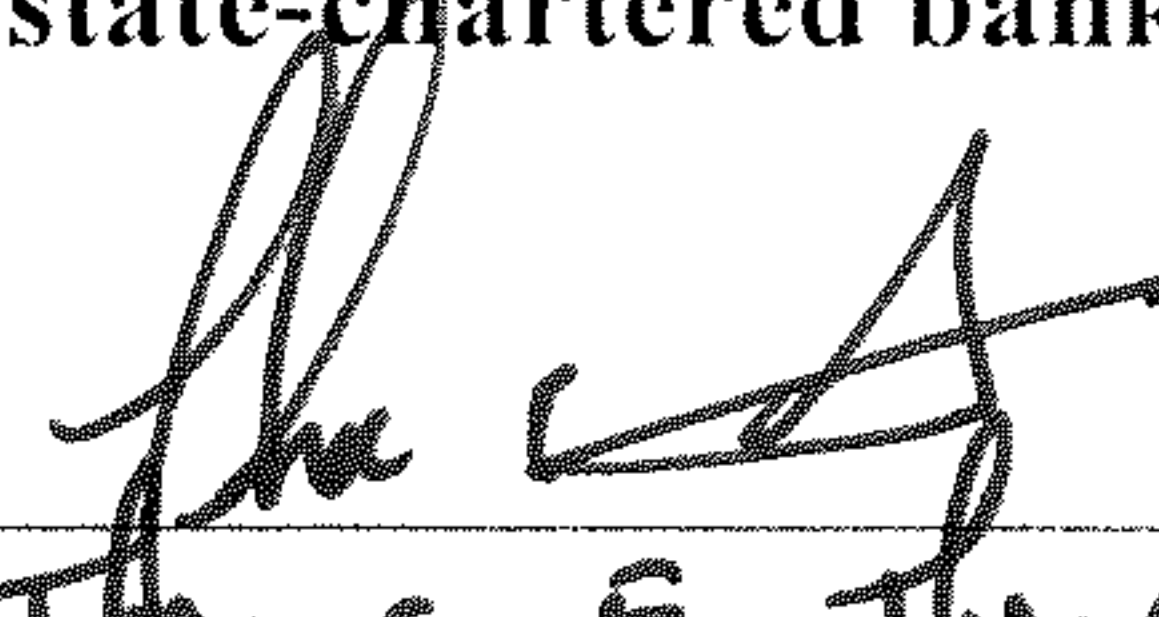
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

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: August 31, 2023

**GRANTOR:****Union State Bank****an Alabama state-chartered bank**

By:   
 Name: Thomas E. Thomas  
 Title: SE Lender Vice President

[Notary Acknowledgement on following page.]

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas E. Thornton, whose name as Vice President/Senior Lender of **UNION STATE BANK**, an Alabama state-chartered bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said state-chartered bank.

Given under my hand and official seal, this the 30<sup>th</sup> day of August, 2023.

Tena R. Koppfentstein [SEAL]  
 Notary Public

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES JUNE 15, 2025



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 09/01/2023 01:48:20 PM  
 \$870.00 BRITTANI  
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*Allen S. Bayl*