



20230915000277920 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
09/15/2023 09:25:16 AM FILED/CERT

This Instrument Was Prepared by

Joshua L. Hartman, Esq.
Hartman, Springfield & Walker, LLP
3138 Cahaba Heights Rd., Suite 110A
Birmingham, AL 35243

When recorded return to:

Law Office of Virginia Boliek, LLC
1301 Panorama Drive
Birmingham, AL 35216

Send tax notices to:

Ansley Enterprises, LLC
574 Rosebury Rd
Helena, AL 35080

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **THIRD AVENUE PARTNERS, LLC**, an Alabama limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Grantor by **ANSLEY ENTERPRISES, LLC**, an Alabama limited liability company (the "Grantee"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract of real property located in the County of Shelby, Alabama, as more particularly described on Exhibit A attached hereto, incorporated herein, and made a part hereof for all purposes, together with all of the improvements located thereon and Grantor's interest in any and all rights and appurtenances thereto in any way belonging (said real property, together with said improvements, rights, and appurtenances, being herein collectively referred to as the "Property"), subject to the exceptions listed on Exhibit B attached hereto, incorporated herein (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns forever, subject to the matters herein stated; and, the Property is conveyed "**AS IS, WHERE IS, WITH ALL FAULTS**", subject to all physical and environmental conditions, and specifically and expressly without any warranties, representations, or guaranties of any kind on the part of Grantor concerning the Property, express or implied, except that Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to those Exceptions listed above.



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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:
Third Avenue Partners, LLC 300 South 27 th Street Birmingham, AL 35223	Ansley Enterprises, LLC 574 Rosebury Rd Helena, AL 35080
Property Address: Unit 1 according to the Inverness Retail Land Condominium	<i>no property address</i>
Date of Sale: September ,2023	
Total Purchase Price: \$150,000.00	
The Purchase Price can be verified in:	<input checked="" type="checkbox"/> Closing Statement <input type="checkbox"/> Sales Contract <input type="checkbox"/> Appraisal <input type="checkbox"/> Bill of Sale <input type="checkbox"/> Property Tax Bill or Assessment <input type="checkbox"/> _____

[Signature on following page]

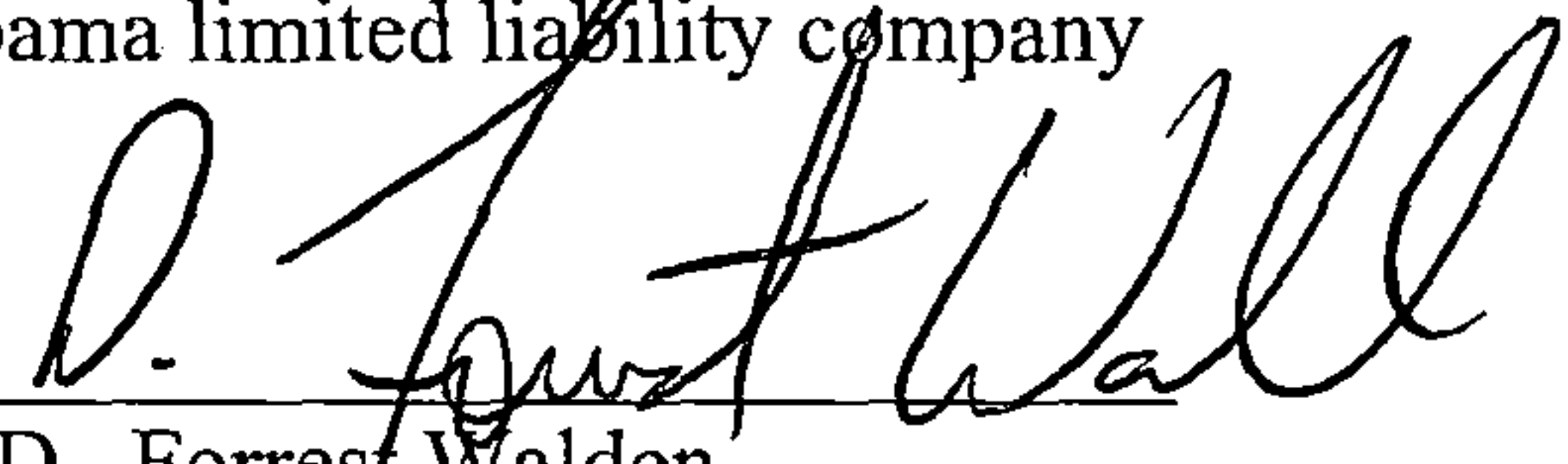


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IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed with the intent that it be an instrument under seal on the date of the acknowledgment below, to be effective as of September 14, 2023.

GRANTOR:

THIRD AVENUE PARTNERS, LLC
an Alabama limited liability company

By: 
D. Forrest Walden
Its: Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that D. FORREST WALDEN, the Authorized Representative of THIRD AVENUE PARTNERS, LLC, an Alabama limited liability company 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/she, as such Manager 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 14th day of September, 2023.


Notary Public

My commission expires: _____

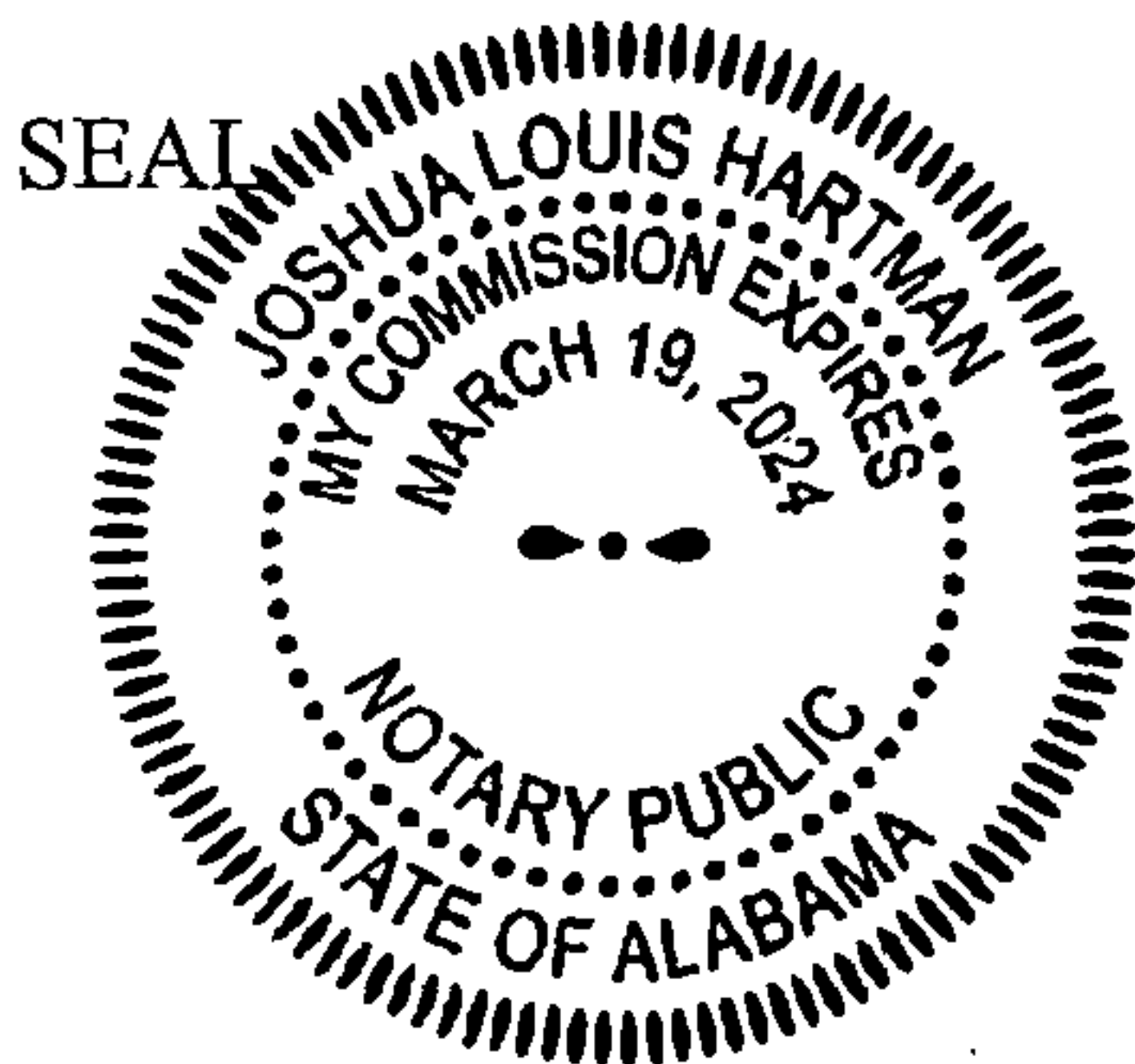


EXHIBIT A

Description of the Property

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Unit 1 of the Inverness Retail Land Condominium, a Land Condominium, together with an undivided fractional interest in the Common Elements thereof as defined in the Declaration of Condominium of Inverness Retail Land Condominium, as recorded in the Office of the Judge of Probate of Shelby County, Alabama as Inst. No.

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(The foregoing being a part of Lot C2-J according to the Resurvey of Beaumont Lots C2-G & C2-H as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 45, Page 11.)

ALSO: THE FOLLOWING EASEMENTS OVER OR ACROSS THE FOLLOWING DESCRIBED PARCELS OF LAND:

1. That certain Reciprocal Easement Agreement with Covenants and Conditions, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Inst. No. 20141209000386590.
2. That certain Reciprocal Storm Water and Drainage Easement, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Inst. No. 20141209000386600 as the same was amended by that certain First Amendment To Reciprocal Storm-Water And Drainage Easement Agreement With Covenants And Conditions recorded in the Office of the Judge of Probate of Shelby County, Alabama as Inst. No.

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EXHIBIT B

Exceptions

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
2. 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 Land.
3. Mineral and mining rights and rights incident thereto recorded in Misc. Volume 5, Page 355; Misc. Volume 4, Page 442; and Misc. Volume 48, Page 427, in the Probate Office of Shelby County, Alabama.
4. Covenants, restrictions, easements, rights of way and building set back lines as shown on the Resurvey of Beaumont Lots C2G & C2H, as recorded in Map Book 45, page 11, in the Probate Office of Shelby County, Alabama.
5. Those certain Easements, in favor of Alabama Power Company and recorded in the official records of the Judge of Probate of Shelby County, Alabama as Instrument No.'s 20070418000180130; 20071109000517680; and 20110920000279550.
6. Subject to that certain Reciprocal Easement Agreement with Covenants and Conditions, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Inst. No. 20141209000386590.
7. Subject to that certain Reciprocal Storm Water and Drainage Easement, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Inst. No. 2014120900038660 as the same was amended by that certain First Amendment To Reciprocal Storm-Water And Drainage Easement Agreement With Covenants And Conditions recorded in the Office of the Judge of Probate of Shelby County, Alabama as Inst. No. 20230915000277920
8. Subject to the Plat of the Inverness Retail Land Condominium as recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No 20230915000277920
9. Subject to the Declaration of Condominium of Inverness Retail Land Condominium, as recorded in the official records of the Shelby County Recording Office as Inst. No. 20230915000277920
10. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an AL TA/ ACSM survey made by Gonzalez – Strength & Associates, Inc. on September 7th, 2023, designated Project No. 23-0106:
 - a.) Encroachment of “MCI Box & Marker” on the Northern portions of the Land with no apparent easement.
11. Any portion of the subject property that lies within any public right-of-way.