



20240313000067990 1/6 \$139.00
Shelby Cnty Judge of Probate, AL
03/13/2024 09:41:07 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:
Jeffery S. DeArman, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326

SEND TAX NOTICE TO:
William Johnny and Kimberly Rae Christenberry
2324 Sun Valley Road
Harpersville, AL 35078

STATE OF ALABAMA)

SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to the undersigned **HARPERSVILLE LD, LLC**, an Alabama limited liability company (the "Grantor"), by **WILLIAM JOHNNY CHRISTENBERRY AND KIMBERLY RAE CHRISTENBERRY**, husband and wife and individual residents of the State of Alabama (the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

SEE EXHIBIT A, attached and incorporated herein by reference

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Property belonging or in anyway incident or appertaining. THE PROPERTY IS NOT THE HOMESTEAD OF GRANTOR.

This conveyance is subject to all covenants, restrictions and other matters that appear of record, as well as taxes and assessments for the current year and all subsequent years, which are not yet due and payable.

GRANTEE ACKNOWLEDGES THAT EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS INSTRUMENT, IF ANY, GRANTEE IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT OF GRANTOR OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS,



REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED HEREIN.

OTHER THAN AS SPECIFICALLY DISCLOSED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

BY EXECUTION OF THIS INSTRUMENT, GRANTEE AFFIRMS THAT IT (i) HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY AND (ii) HAS MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL AND POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, (ii) THAT THE PURCHASE PRICE REFLECTS THE EXISTING CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF ENVIRONMENTAL CONTAMINATION, IF ANY, THEREON, AND (iii) GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY.

EXCEPT AS OTHERWISE AGREED TO HEREIN, GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY.

GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS SET FORTH IN THIS INSTRUMENT HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE SHALL RELEASE GRANTOR FROM ALL RISKS AND LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING, OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. THE FOREGOING INCLUDES A RELEASE OF GRANTOR FROM CLAIMS BASED ON GRANTOR'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO PRESENCE OR REMEDIATION OF ALL THE KNOWN AND UNKNOWN TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING BOTH KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT, OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY.

TO HAVE AND TO HOLD to the 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 the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the Property described herein since the date on which Grantor obtained title to the Property.

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:
Harpersville LD, LLC	William Johnny and Kimberly Rae Christenberry
31 Dogwood Drive	2324 Sun Valley Road
Chelsea, AL 35043	Harpersville, AL 35078

Property Address: 382 Homespun Hill Harpersville, AL 35078	
Date of Sale: <u>MARCH 5</u> , 2024	
Total Purchase Price: \$101,970	
The Purchase Price can be verified in:	☒ Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment

[This Property is not the homestead of the Grantor]

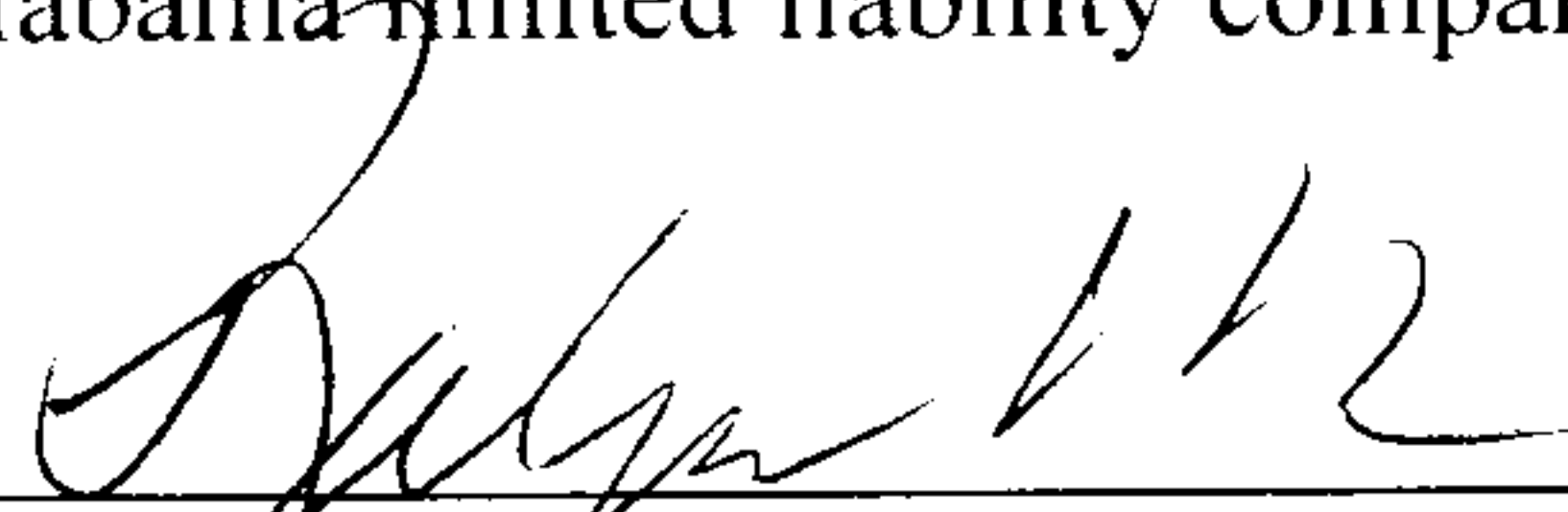


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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the
1st day of MARCH, 2024.

GRANTOR:

HARPERSVILLE LD, LLC,
an Alabama limited liability company

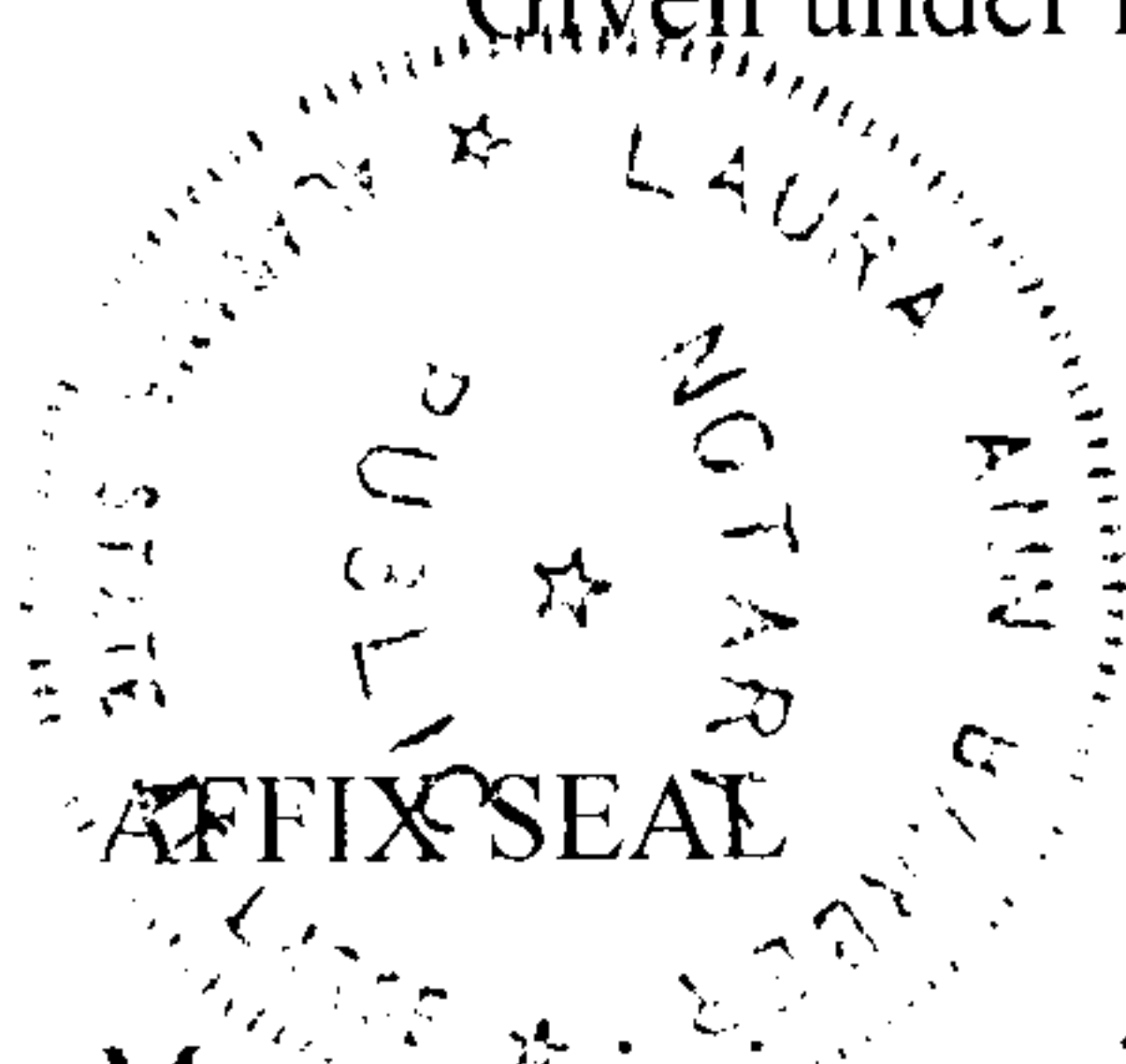
By: 
Ralph Brasher, Sole Member and Manager

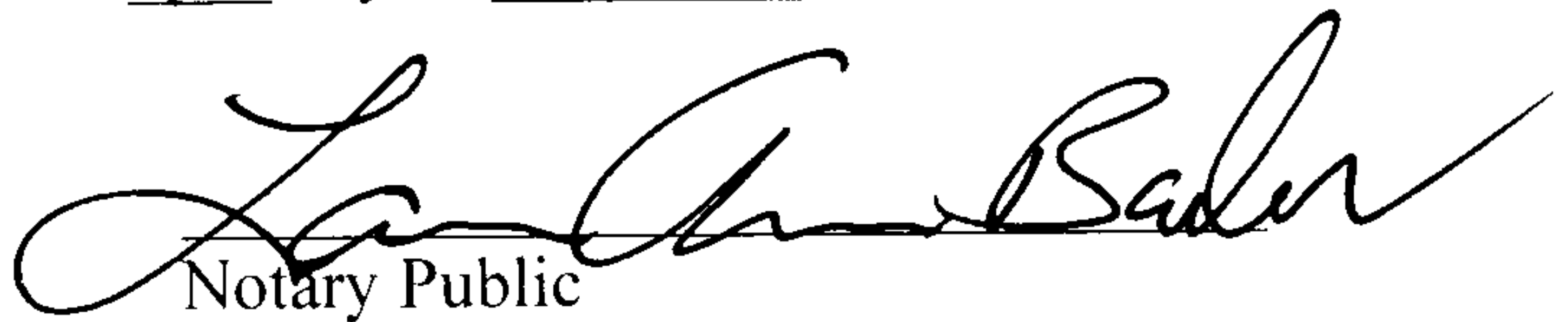
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ralph Brasher, as the Sole Member and Manager of HARPERSVILLE LD, LLC, an Alabama limited liability company, whose name 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, executed the same voluntarily on behalf of said limited liability company, on the day the same bears date.

Given under my hand and official seal this 1st day of March, 2024.




Notary Public

My commission expires: 2/1/2026

Exhibit A

Legal Description


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Christenberry Tract:

Beginning at the Southwest corner of Lot 15, of the Charles W. Mobley Subdivision, recorded in Map Book 8, Page 124, in the Office of the Judge of Probate of Shelby County, Alabama; thence North 00 degrees 01 minutes 30 seconds West, 685.76 feet; thence South 89 degrees 51 minutes 45 seconds East, 662.62 feet; thence North 00 degrees 01 minutes 30 seconds West, 657.16 feet; thence South 89 degrees 51 minutes 45 seconds East, 85.00 feet; thence South 00 degrees 01 minutes 30 seconds East, 1,337.29 feet to a point that is 747.63 feet, East of the Southwest corner of said Lot 15; thence South 89 degrees 42 minutes 21 seconds West, 747.63 feet to the point of beginning.

This Property is a portion of the real property conveyed to Grantor pursuant to that certain Warranty Deed dated August 2, 2023, and executed by Thomas Albert Chatham, II, as recorded on August 4, 2023, in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No. 20230804000236320.