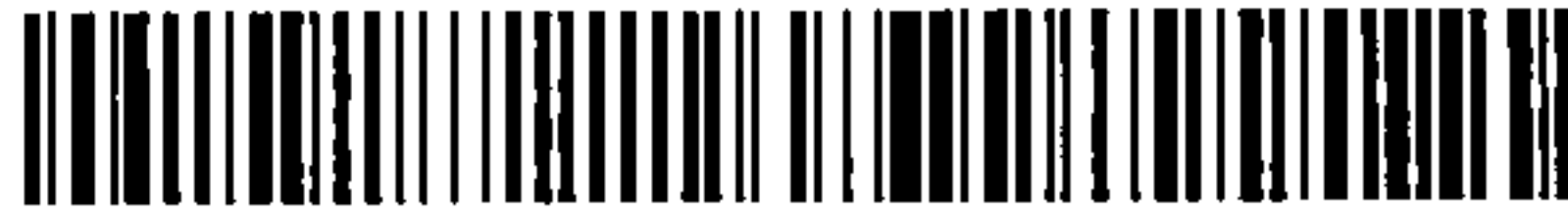


This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
David Mirike and
Allison Mirike
632 Forest Lakes Drive
Sterrett, AL 35147

STATE OF ALABAMA)
COUNTY OF SHELBY)



20240905000276390 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
09/05/2024 09:19:15 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Four Hundred Thousand and NO/100 Dollars (\$400,000.00)** to the undersigned grantor, **Eddleman Residential, LLC, an Alabama limited liability company**, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Eddleman Residential, LLC, an Alabama limited liability company**, does by these presents, grant, bargain, sell and convey unto, **David Mirike and Allison Mirike** (hereinafter referred to as "Grantees", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion the following described real estate (the "property"), situated in **Shelby County, Alabama**, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description

The above property is conveyed subject to:

- (1) 2024 Ad Valorem taxes which have accrued but are not yet due and payable.
- (2) Building lines, easements, restrictions and limitations of record.
- (3) Powers and provisions as set out in the Articles of Incorporation of Pine Mountain Preserve Improvement District No. Eight as recorded in Instrument 20070319000124290, in the Probate Office of Shelby County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended.
- (4) Any continuing liens affecting subject property which may be created by potential future assessments of the Pine Mountain Preserve Improvement District No. Eight. Such assessments constitute a super-priority lien on subject property pursuant to Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act").
- (5) Powers and provisions as set out in the Articles of Incorporation of Pine Mountain preserve Association, Inc. as recorded in Book LR201515, Page 20421 in the Probate Office of Jefferson County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended.
- (6) Easement Agreement by and between The Young Men's Christian Association of Birmingham and Pine Mountain Preserve, LLLP, with reservations and restrictions included therein, recorded in Instrument 20140829000272700, and Amendment and Restatement of Easement Agreement recorded in Instrument 202102090000067920, in the Probate Office of Shelby County, Alabama.
- (7) Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community, as recorded in Instrument 20151228000440560, Amendment and Restatement of the Declaration as recorded in Instrument 202102220000087210, Corrected by affidavit recorded in Instrument 20210311000121530; Supplementary Declaration and Amendment to the Declaration of Easements, Covenants and Restrictions, Pine Mountain Preserve, a Natural Community, Pine Mountain Trail Sector, as recorded in Instrument 2021040100163200; Amendment to Declaration as recorded in Instrument 20211118000555850; Supplementary Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, Foxtail Farms Sector, as recorded in Instrument 20210401000163210, all in the Probate Office of Shelby County, Alabama.
- (8) Easement Agreement by and between Pine Mountain Preserve, Inc. and Pine Mountain Preserve Association, Inc. as recorded in Instrument 20210401000163220, in the Probate Office of Shelby County, Alabama.
- (9) Mineral and Mining Rights not owned by Grantor.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

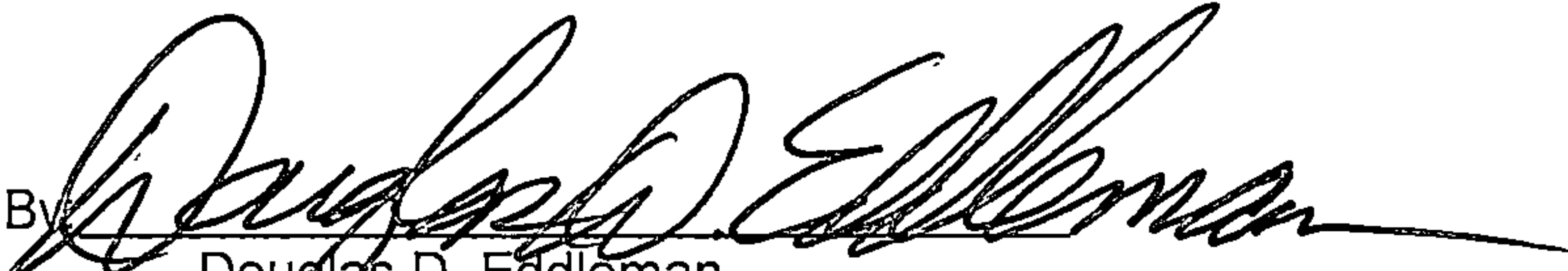
This deed is executed as required by the Articles or certificate of formation and operational agreement of said limited liability company and same have not been modified or amended.

This conveyance is made with the express reservation and condition that the Grantee, by itself and on behalf of its successors, assigns, contractor, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes of actions whether arising at law, (by contract or tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over property herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the subject property, whether contiguous or non-contiguous. Grantee acknowledges that it has made its own independent inspections and investigations of the subject property and is purchasing the property in reliance thereof. For purposes of this paragraph, Grantor shall mean and refer to Pine Mountain Preserve, LLLP, and (i) its partners, employees and officers and members of each of them and (ii) any successors and assigns of Pine Mountain Preserve, LLLP.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, said GRANTOR has hereunto set its hand and seal by its duly authorized representative on this the 30th day of August, 2024.

GRANTOR:
Eddleman Residential, LLC
an Alabama limited liability company

By 
Douglas D. Eddleman
Its: President and CEO

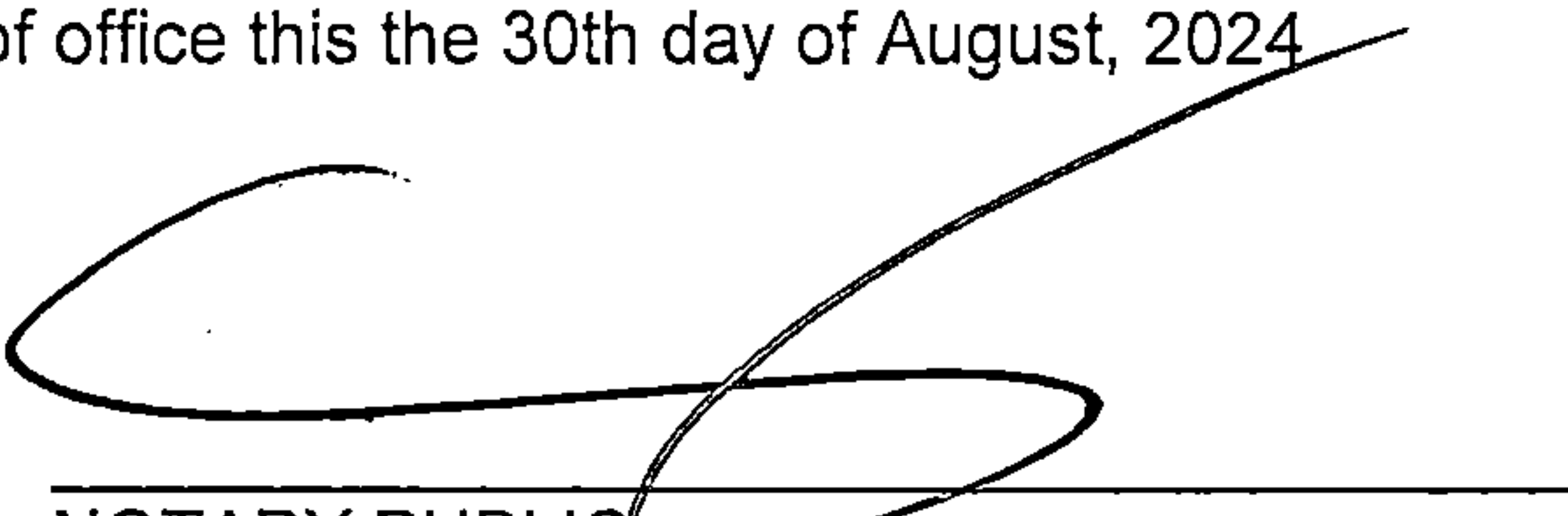
RE: Tract 12-F Pine Mountain Trail
David Mirike and Allison Mirike

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as officer, 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 of office this the 30th day of August, 2024

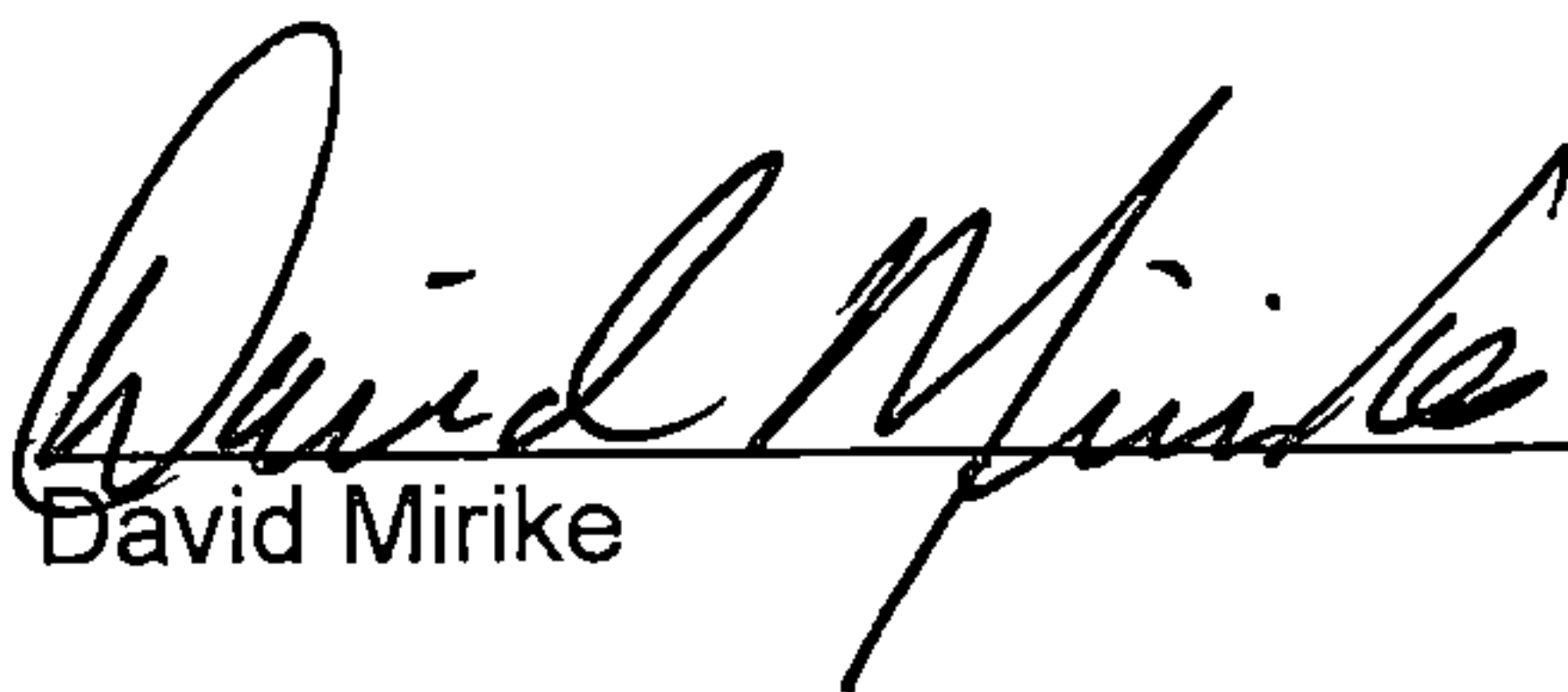




NOTARY PUBLIC
My Commission Expires: 06/02/2027



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Shelby Cnty Judge of Probate, AL
09/05/2024 09:19:15 AM FILED/CERT

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

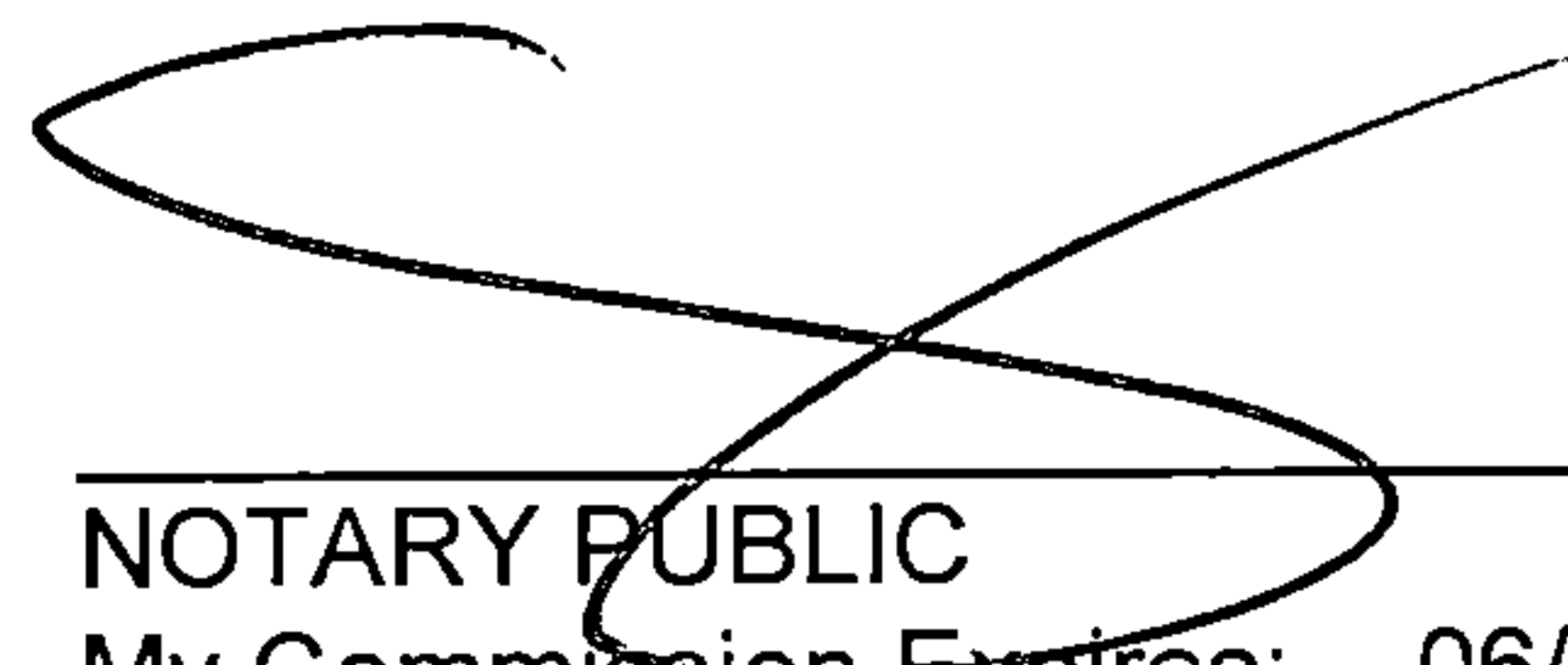

David Mirike

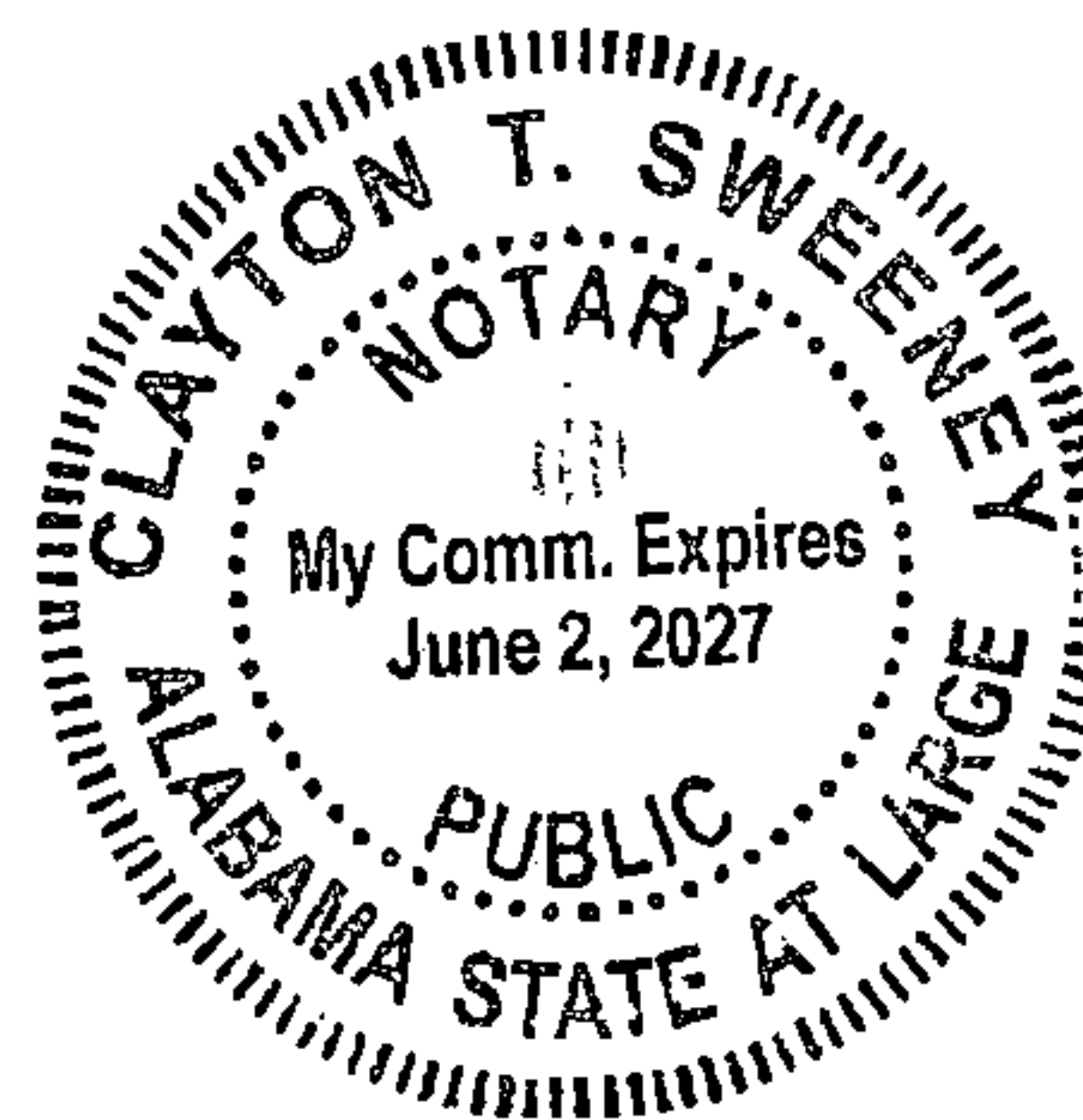

Allison Mirike

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that David Mirike and Allison Mirike, whose names are signed to the foregoing Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 30th day of August, 2024.


NOTARY PUBLIC
My Commission Expires: 06/02/2027





20240905000276390 4/6 \$38.00
Shelby Cnty Judge of Probate, AL
09/05/2024 09:19:15 AM FILED/CERT

EXHIBIT "A"

to

Deed from Eddleman Residential, LLC to David & Allison Mirike

TRACT 12-F

A TRACT OF LAND LYING IN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST AND THE NORTHEAST CORNER OF CONSERVATION EASEMENT PARCEL #1 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN SOUTH 00°01'04" WEST ALONG THE EAST LINE OF SAID SECTION AND EASEMENT FOR 1247.55 FEET; THENCE RUN ALONG THE SOUTHERN EDGE OF SAID EASEMENT SOUTH 57°05'48" WEST FOR 323.41 FEET TO THE POINT OF BEGINNING OF SAID TRACT; THENCE LEAVING SAID EASEMENT EDGE RUN SOUTH 04°20'07" EAST FOR 1001.66 FEET TO THE NORTHERN EDGE OF CONSERVATION EASEMENT PARCEL #2 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN ALONG THE EDGE OF SAID EASEMENT THE FOLLOWING COURSES: SOUTH 45°37'24" WEST FOR 65.43 FEET; SOUTH 44°07'33" WEST FOR 180.23 FEET; SOUTH 51°38'53" WEST FOR 479.86 FEET; SOUTH 46°28'39" WEST FOR 450.18 FEET; THENCE LEAVING SAID EASEMENT EDGE RUN NORTH 41°53'19" WEST FOR 775.91 FEET TO THE SOUTHERN EDGE OF CONSERVATION EASEMENT PARCEL #1 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN ALONG SAID EASEMENT EDGE THE FOLLOWING COURSES: NORTH 44°45'59" EAST FOR 570.36 FEET; NORTH 47°06'11" EAST FOR 999.82 FEET; NORTH 57°05'48" EAST FOR 218.23 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHTS TITLE AND INTEREST APPURTENANT TO THE ABOVE PROPERTY FOR AN INGRESS/EGRESS AND UTILITY EASEMENT GRANTED TO PINE MOUNTAIN PRESERVE, LLLP BY YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM AND RECORDED IN INSTRUMENT 20140829000272700 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH RIGHTS TITLE AND INTEREST APPURTENANT TO THE ABOVE PROPERTY UNDER THAT CERTAIN CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS BY AND BETWEEN CHELSEA PRESERVE, LLLP AND NORTH AMERICAN LAND TRUST AS RECORDED IN INSTRUMENT 20051228000666520 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

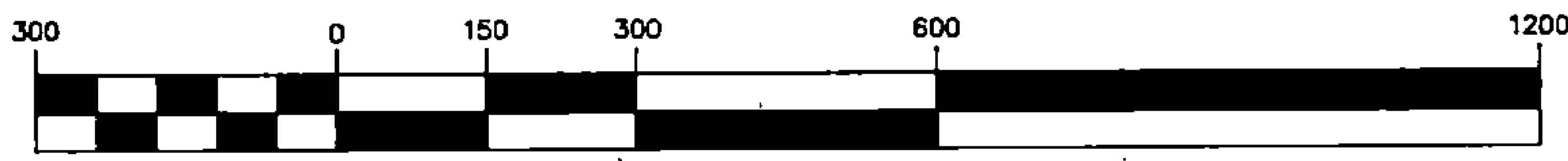
TOGETHER WITH RIGHTS APPURTENANT TO THE ABOVE PROPERTY FOR AN INGRESS/EGRESS AND UTILITY EASEMENT AS SET OUT IN EASEMENT AGREEMENT RECORDED IN INSTRUMENT 20140829000272700, AND IN THE AMENDMENT AND RESTATEMENT OF EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT 20210209000067920, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH RIGHTS APPURTENANT TO THE ABOVE PROPERTY FOR AN INGRESS/EGRESS AND UTILITY EASEMENT AS SET OUT IN EASEMENT AGREEMENT RECORDED IN INSTRUMENT 202101000163220, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



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Shelby Cnty Judge of Probate, AL
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GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.

FOX TAIL FARMS TRACT 12-F LEGAL DESCRIPTION EXHIBIT



TRACT 12-F

A TRACT OF LAND LYING IN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST AND THE NORTHEAST CORNER OF CONSERVATION EASEMENT PARCEL #1 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION AND EASEMENT FOR 1247.55 FEET; THENCE RUN ALONG THE SOUTHERN EDGE OF SAID EASEMENT SOUTH 57 DEGREES 05 MINUTES 48 SECONDS WEST FOR 323.41 FEET TO THE POINT OF BEGINNING OF SAID TRACT; THENCE LEAVING SAID EASEMENT EDGE RUN SOUTH 04 DEGREES 20 MINUTES 07 SECONDS EAST FOR 1001.66 FEET TO THE NORTHERN EDGE OF CONSERVATION EASEMENT PARCEL #2 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN ALONG THE EDGE OF SAID EASEMENT THE FOLLOWING COURSES: SOUTH 45 DEGREES 37 MINUTES 24 SECONDS WEST FOR 65.43 FEET; SOUTH 44 DEGREES 07 MINUTES 33 SECONDS WEST FOR 180.23 FEET; SOUTH 51 DEGREES 38 MINUTES 53 SECONDS WEST FOR 479.86 FEET; SOUTH 46 DEGREES 28 MINUTES 39 SECONDS WEST FOR 450.18 FEET; THENCE LEAVING SAID EASEMENT EDGE RUN NORTH 41 DEGREES 53 MINUTES 19 SECONDS WEST FOR 775.91 FEET TO THE SOUTHERN EDGE OF CONSERVATION EASEMENT PARCEL #1 RECORDED IN INSTRUMENT 20051228000666520 AT THE SHELBY COUNTY JUDGE OF PROBATE'S OFFICE; THENCE RUN ALONG SAID EASEMENT EDGE THE FOLLOWING COURSES: NORTH 44 DEGREES 45 MINUTES 59 SECONDS EAST FOR 570.36 FEET; NORTH 47 DEGREES 06 MINUTES 11 SECONDS EAST FOR 999.82 FEET; NORTH 57 DEGREES 05 MINUTES 48 SECONDS EAST FOR 218.23 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1202103.98S.F. OR 27.60 ACRES MORE OR LESS.

POINT OF COMMENCEMENT
NORTHEAST CORNER
SECTION 18, T19S, R1E
SHELBY COUNTY ALABAMA

CONSERVATION ESMT #2
26.02 ACRES
INST # 20061221000622800

POINT OF BEGINNING
TRACT 12-F

CONSERVATION EASEMENT
PARCEL #1
INST # 20051228000666520

FOXTAIL PATH

12-F
27.60 AC

11-F

CONSERVATION EASEMENT
PARCEL #2
INST # 20051228000666520

PINE BRANCH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 04°20'07" E	1001.66'
L2	S 45°37'24" W	65.43'
L3	S 44°07'33" W	180.23'
L4	S 51°38'53" W	479.86'
L5	S 46°28'39" W	450.18'
L6	N 41°53'19" W	775.91'
L7	N 44°45'59" E	570.36'
L8	N 47°06'11" E	999.82'
L9	N 57°05'48" E	218.23'

Real Estate Sales Validation Form

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

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	David Mirike and Allison Mirike
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	3866 Dewberry Lane 632 Forest Lakes Hosper, TX 75078 Drive Sterrett, AL 35147
Property Address	562 Foxtail Path Chelsea, AL 35043	Date of Sale	August 30, 2024
		Total Purchase Price	\$ 400,000.00
		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)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | Deed |



20240905000276390 6/6 \$38.00
Shelby Cnty Judge of Probate, AL
09/05/2024 09:19:15 AM FILED/CERT

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 _____

Eddleman Residential, LLC
By: Douglas D. Eddleman, President and CEO
Print _____

Unattested

(verified by)

Signature

(Grantor/Grantee/Owner/Agent) circle one