

2024 13825

Recorded in the Above

DEED Book & Page

11-19-2024 04:10:14 PM

Andrew Weathington - Probate Judge

St. Clair County, Alabama

20241122000362850

11/22/2024 11:05:41 AM

DEEDS 1/5

PREPARED BY:

Trussell, Funderburg, Rea

Bell, and Furgerson, P.C.

1905 First Avenue South

Pell City, Alabama 35125

SEND TAX NOTICE TO:

Cyrus W. Wiser Jr.

1427 Kensington Sq. Lt.

Murfreesboro, TN 37130

Book/Pg: 2024/13825-13828

Geo/Cashier: N / SWANN

Tran: 16359.393155.537246

Fees Posted: 11-19-2024 04:10:14

CER Certification Fee 3.00

MHF Mental Health Fee 6.50

DFE Deed Tax 1800.00

PJF Special Index Fee 5.50

NTX No Tax Collected Fee 0.00

REC Recording Fee 12.00

Total Fees: \$1,827.00

WARRANTY DEED

STATE OF ALABAMA

ST. CLAIR & SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 Dollars (\$1,800,000.00) to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, **TBH & JTH Family Limited Partnership**, an Alabama Limited Partnership, (herein referred to as Grantor), do grant, bargain, sell and convey unto **Cyrus W. Wiser Jr.**, (herein referred to as Grantee), the following described real estate situated in ST. CLAIR & SHELBY County, Alabama, to-wit:

ST. CLAIR COUNTY: 90%

The South Half of the South Half of the Northeast Quarter (S1/2 of S1/2 of NE1/4), the South Half of the Southeast Quarter of the Northwest Quarter (S1/2 of SE1/4 of NW1/4), the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4), the Northwest Quarter of the Southwest Quarter (NW1/4 of SW1/4), all of the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4) lying North and West of the centerline of Kelly Creek, all of the North Half of the Southeast Quarter (N1/2 of SE1/4) lying North of the centerline of Kelly Creek, all of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) lying North and East of the centerline of Kelly Creek, all of the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) lying North and West of the centerline of Kelly Creek; all being in Section 19, Township 18 South, Range 3 East.

Also, all of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section 30, Township 18 South, Range 3 East, lying North of the centerline of Kelly Creek.

SHELBY COUNTY: 10%

From the true NE corner of Section 24, Township 18 South, Range 2 East, run thence South along the accepted East boundary of said Section 24 and the dividing line between Shelby Couty and St. Clair County a distance of 1949.66 feet to the point of beginning of herein described parcel of land; thence continue along said course a distance of 811.52 feet to a point at an accepted fence corner; thence turn 93 degrees 10 minutes 28 seconds right and run along an accepted fence line a distance of 1,276.29 feet; thence run 122 degrees 36 minutes 12 seconds right and run 422.67 feet to a point in the center of a 30.0 foot easement for ingress and egress and utilities; thence turn 81 degrees 30 minutes 58 seconds right and run 79.75 feet along said easement centerline; thence run 17 degrees 10 minutes 9 seconds left and run 80.82 feet along said easement centerline; thence turn 08 degrees 32 minutes 49 seconds left and run 419.91 feet along said easement centerline; thence turn 03 degrees 38 minutes 23 seconds left and run 150.34 feet along said easement centerline; thence run 67 degrees 38 minutes 24 seconds left and run 533.05 feet; thence turn 90 degrees 00 minutes right and run 129.95 feet to the point of

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beginning of herein described parcel of land, containing 11.25 acres.

Also, a nonexclusive 30.0 foot easement for ingress and egress and utilities extending 15 feet on either side of the centerline described above and continuing along a segment beginning at the NW corner of the preceding described parcel of land, front sighting the SW corner thereof and turning 95 degrees 42 minutes 13 seconds right and proceed along the centerline of said 30.0 foot easement a distance of 150.74 feet to a point of termination in the centerline of U. S. Highway 231.

SUBJECT TO:

1. Taxes due and payable October 1, 2024, and all subsequent years.
2. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of land or any matters not of record, which would be disclosed by an accurate survey and inspection of the premises.
3. Title to all minerals within and underlying the premises not owned by the grantors.
4. Existing easements for public utilities including but not limited to electrical, gas, water, telephone and sewerage.
5. Mineral reservation as recorded in Deed Volume 23, Page 253; Deed Volume 250, Page 69; Deed Volume 262, Page 318; Deed Volume 207, Page 10; Deed Volume 208, Page 199; Deed Volume 262, Page 318; Deed Book 2013, Page 2165 in the Office of the Judge of Probate of St. Clair County, Alabama, and Instrument No. 20130307000094730; Deed Volume 237, Page 60; Deed Volume 361, Page 351 in the Office of the Judge of Probate of Shelby County, Alabama.
6. Timber deed as recorded in Deed Volume 102, Page 325, Assigned in Deed Volume 102, Page 327; Extension of Time on Timber Deed recorded in Deed Volume 106, Page 784 in the Office of the Judge of Probate of St. Clair County, Alabama.
7. Oil, Gas and Mineral Lease as recorded in Deed Volume 121, Page 742 in the Office of the Judge of Probate of St. Clair County, Alabama and Deed Volume 325, Page 953-955; in the Office of the Judge of Probate of Shelby County, Alabama.
8. Flood easement granted to Alabama Power Company in Deed Book 2015, Page 10349 in the Office of the Judge of Probate of St. Clair County, Alabama.
9. Easement granted to Alabama Power Company as recorded in Deed Volume 88, Page 18 in the Office of the Judge of Probate of St. Clair County, Alabama.
10. No coverage afforded to any recorded or unrecorded deeds and/or leases reserving any rights to any oil, gas and minerals relating to property described in Exhibit A.
11. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.
12. Less and except any portion of the subject property lying within the road right of way.
13. No coverage is afforded to any oil, gas and mineral rights relating to property above herein described.

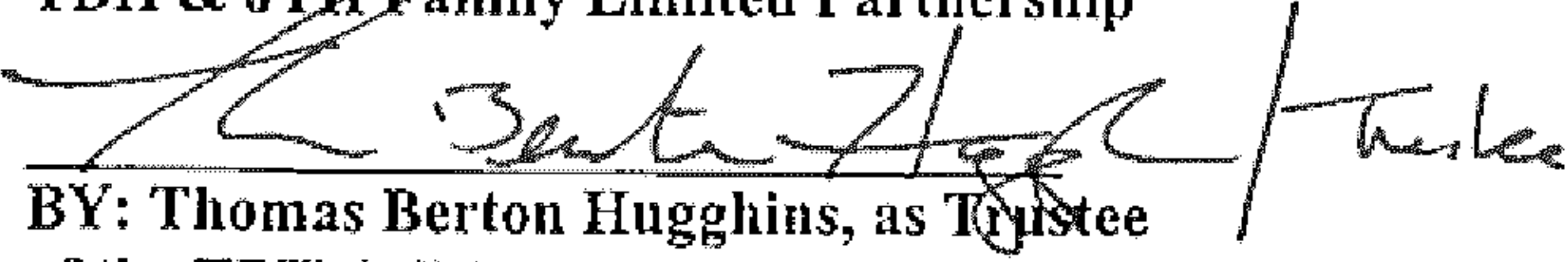
TO HAVE AND TO HOLD, unto Grantee, his successors and assigns in fee simple forever.

And I do for myself and for my heirs, executors, and administrators covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, his heirs and assigns forever, against the lawful claims of all persons.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 18th
day of November, 2024.

TBH & JTH Family Limited Partnership

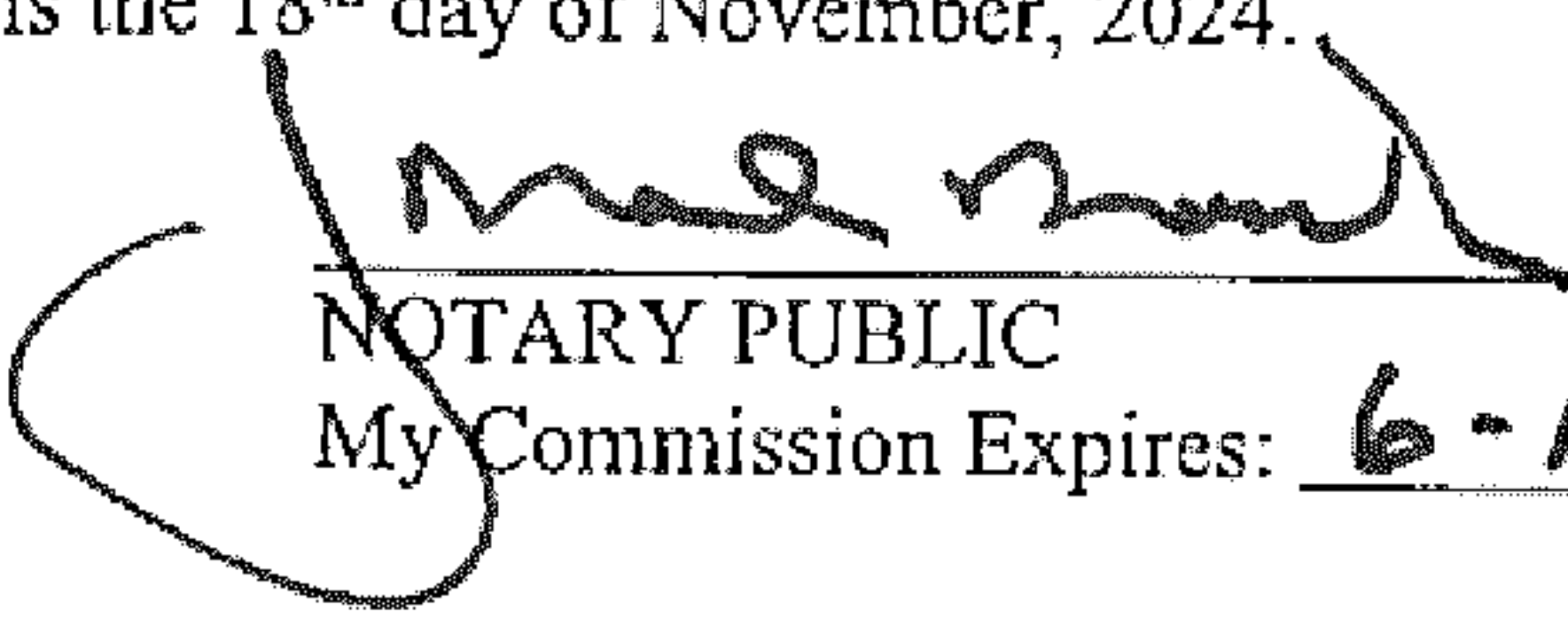

**BY: Thomas Berton Huggins, as Trustee
of the TBH & JTH Family Management
Trust, as General Partner
GRANTOR**

STATE OF ALABAMA

Covington COUNTY

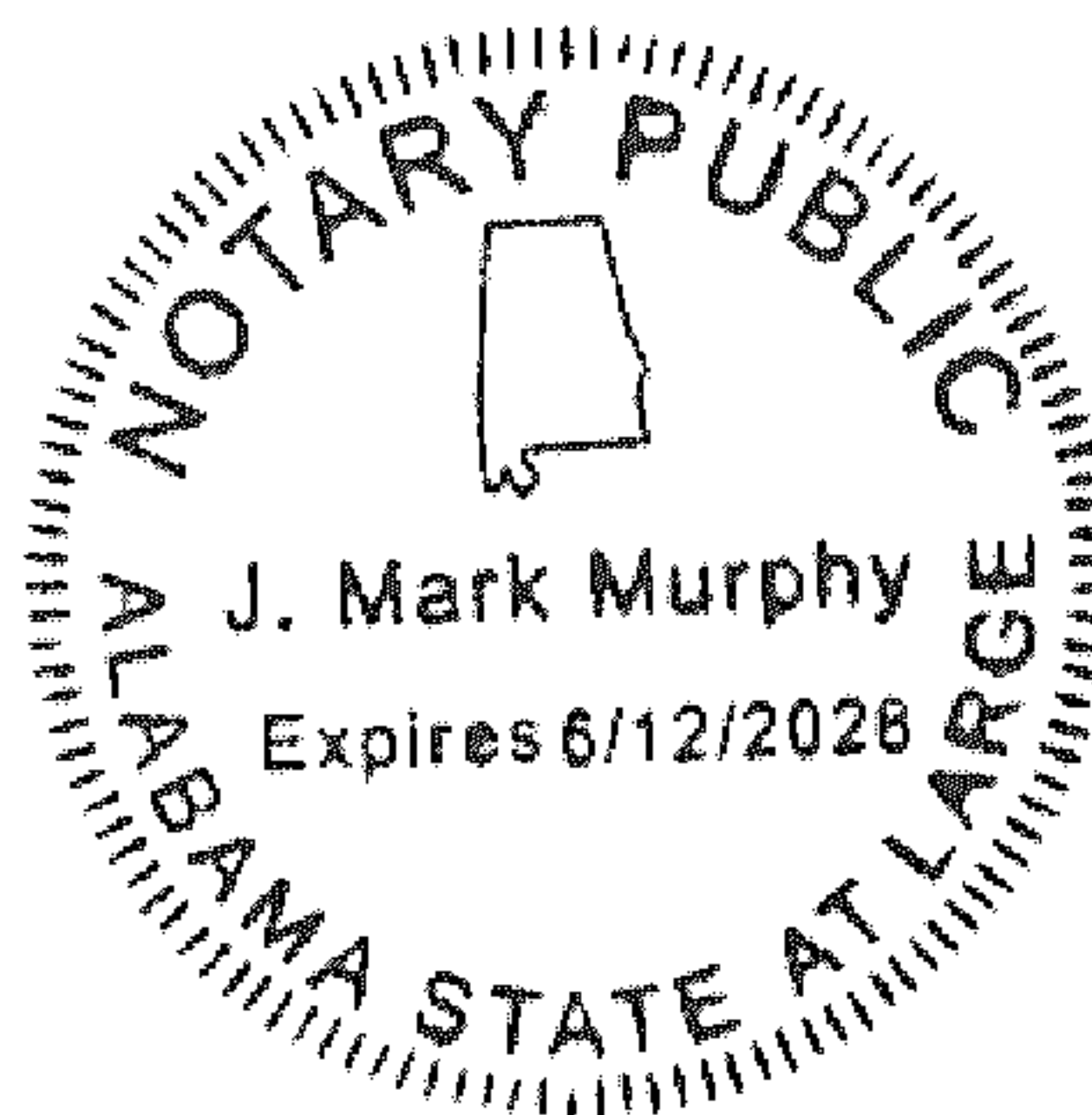
I, the undersigned, a Notary Public, in and for said State of Alabama at Large,
hereby certify that **Thomas Berton Huggins, as Trustee of the TBH & JTH Family
Management Trust, as General Partner of TBH & JTH Family Limited
Partnership, an Alabama Limited Partnership**, whose name is signed to the foregoing
conveyance, and who is known to me, acknowledged before me on this date, that being
informed of the contents of this conveyance, he executed the same voluntarily on the day
the same bears date.

Given under my hand and seal this the 18th day of November, 2024.


NOTARY PUBLIC

My Commission Expires: 6-12-2028

File#24-414C



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11-19-2024 04:10:14 PM**Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name	<u>TBH & JTH Family Limited Partnership</u>	Grantee's Name	<u>Cyrus W. Wiser, Jr.</u>
Mailing Address	<u>P.O. Box 1</u> <u>Rea Level, AL 36474</u>	Mailing Address	<u>1427 Kensington Sq. Ct.</u> <u>Murfreesboro, TN 37130</u>
Property Address	<u>4882 Hwy 231</u> <u>Vincent, AL 35178</u>	Date of Sale	<u>11/18/2024</u>
		Total Purchase Price	<u>\$1,800,000.00</u>
		Or	
		Actual Value \$	<u> </u>
		Or	
		Assessor's Market Value \$	<u> </u>

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
☐ Sales Contract	☐ Other <u> </u>
☐ 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 11/18/2024Print Kelly B. Furgerson

 Unattested
(verified by)

Sign 
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

Prepared By:

St. Clair County

Probate Judge Office P. O. Box 220

Ashville, AL 35953

THE STATE OF ALABAMA

ST. CLAIR COUNTY

DATE: November 19, 2024

CERTIFICATE FOR PAYMENT OF DEED

TO: SHELBY COUNTY

JUDGE OF PROBATE

I, the undersigned do hereby certify that the following deed recording taxes were paid in this office.

Total Collected (100%) CONSIDERATION OF \$1,800,000.00 . Total Deed Tax : \$1,800.00

GRANTOR : TBH & JTH FAMILY LIMITED PARTNERSHIP: GRANTEE : CYRUS W. WISER JR., DEED BK 2024 PG 13825

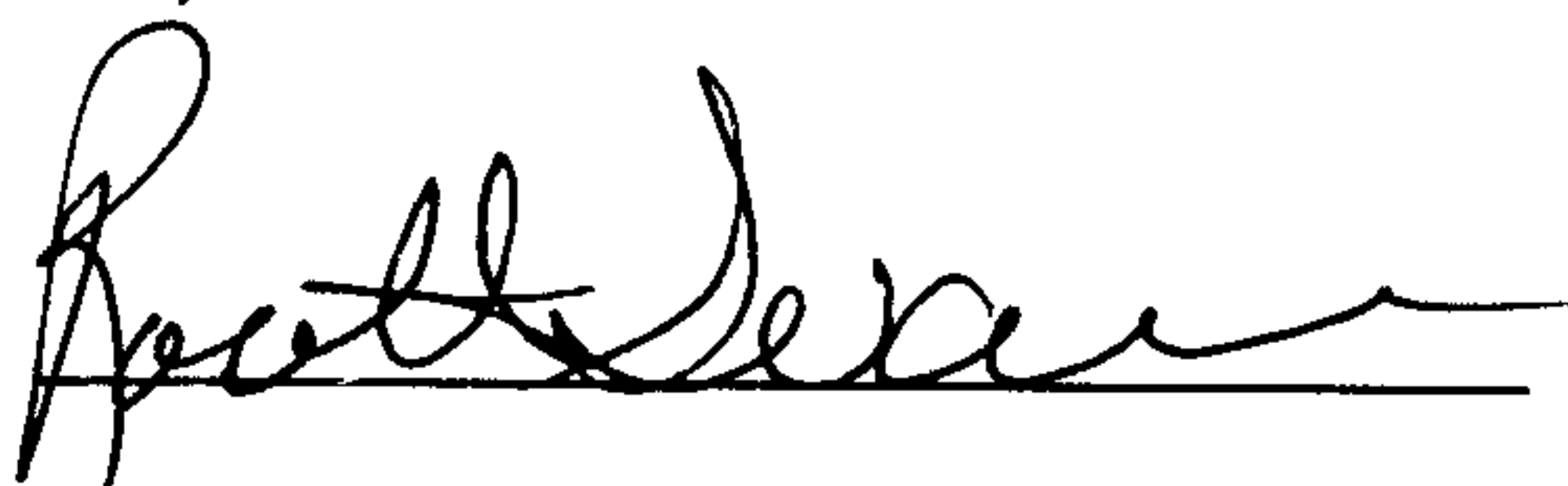
Judge of Probate

THE STATE OF ALABAMA

St. Clair County

I, **ROSETTA SWANN**, a Notary Public in and for said County and State, hereby certify that Andrew Weathington , whose name as Judge of Probate is signed to the foregoing conveyance and who is known to me, acknowledge before me on this day, that being informed of the contents of this conveyance, he in his capacity as such Judge of Probate, executed the same voluntarily, in the day the same bears date.

Give under my hand this **21 ST DAY OF NOVEMBER , 2024**



Exp. JULY, 07, 2027



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/22/2024 11:05:41 AM
\$35.00 PAYGE
20241122000362850**

Allen S. Bayl