

**THIS INSTRUMENT PREPARED BY:**

M. Lee Johnsey, Jr.  
Balch & Bingham LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, Alabama 35203

**Send Tax Notice To:**

WF Wellington Owner, LLC  
3010 3<sup>rd</sup> Avenue South  
Birmingham, Alabama 35233

**STATE OF ALABAMA**                    )  
  )  
**SHELBY COUNTY**                    )

**STATUTORY WARRANTY DEED**

**THIS IS A STATUTORY WARRANTY DEED** executed and delivered this 8<sup>th</sup> day of January, 2024, ("Effective Date") by **WELLINGTON MANOR 2012, LLC**, a Delaware limited liability company (hereinafter referred to as the "Grantor"), to **WF WELLINGTON OWNER, LLC**, a Delaware limited liability company (hereinafter referred to as the "Grantee").

**KNOW ALL PERSONS BY THESE PRESENTS:**

That in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantee that certain real property situated in Shelby County, Alabama, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Property" or the "Land");

**TOGETHER WITH** all and improvements thereon and appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property, together with any reversionary interests therein.

This conveyance is subject to matters described on **Exhibit "B"** attached hereto and incorporated by reference herein (the "Permitted Exceptions").

**TO HAVE AND TO HOLD**, to the said Grantee, its successors and assigns forever.

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that Grantor, and its successors and assigns, shall warrant and defend the same to Grantee, its successors and assigns, forever, against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

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:

Wellington Manor 2012, LLC  
29 Olmsted Street  
Birmingham, Alabama 35242

Grantee's Name and Mailing Address:

WF Wellington Owner, LLC  
3010 3<sup>rd</sup> Avenue South  
Birmingham, Alabama 35233

Property Address: 1500 Windsor Court, Alabaster, Alabama

Purchase Price: \$45,650,000.00.

The Purchase Price can be verified by the settlement statement executed by Grantor and Grantee.

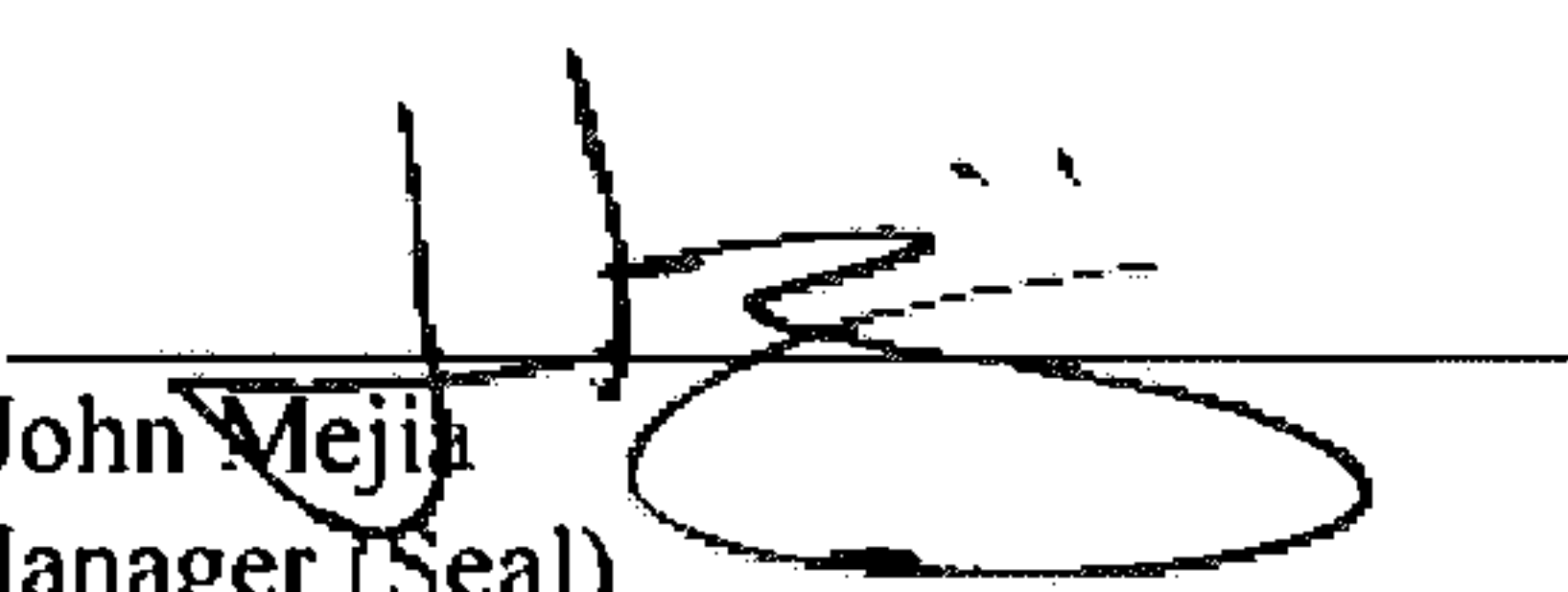
*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has executed and delivered this Statutory Warranty Deed under seal as of the day and year first above written.

**GRANTOR:**

**WELLINGTON MANOR 2012, LLC,**  
a Delaware limited liability company

By: Providence Investments, LLC,  
an Alabama limited liability company  
its Manager

By:   
Name: John Mejia  
Title: Manager (Seal)

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for the said State and County, hereby certify that John Mejia in his capacity as Manager of Providence Investments, LLC, an Alabama limited liability company, in its capacity as Manager of **WELLINGTON MANOR 2012, LLC**, an Alabama limited liability company 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 authorized representative and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as Manager of said limited liability company.

Given under my hand and official notarial seal this 3 day of January, 2025.

[S E A L]



  
Notary Public  
My Commission Expires: 8/31/2027

*[Notary Acknowledge on Following Page]*

**EXHIBIT "A"****Legal Description of the Property.****Parcel I:**

A tract of land situated in the South  $\frac{1}{2}$  of the Southeast Quarter of Section 25 and the Northwest Quarter of the Northeast Quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Quarter Quarter section a distance of 1,222.60 feet to the point of beginning; thence continue in an Easterly direction along the North line of said Quarter Quarter section and North line of the Southeast Quarter of the Southeast Quarter a distance of 389.61 feet to a point on the Westerly right of way line of Interstate Highway 1-65; thence turn an interior angle of 93 degrees 35 minutes 03 seconds and run to the right in a Southerly direction along the Westerly right of way line of 1-65 a distance of 532.46 feet to a point; thence turn an interior angle of 210 degrees 58 minutes 46 seconds and run to the left in a Southeasterly direction along the Westerly right of way line of 1-65 a distance of 174.91 feet to a point; thence turn an interior angle of 149 degrees 06 minutes 36 seconds and run to the right in Southerly direction along the Westerly right of way line of 1-65 a distance of 173.37 feet to a point; thence turn an interior angle of 128 degrees 02 minutes 08 seconds and leaving the 1-65 right of way run in Southwesterly direction a distance of 239.40 feet to the pc of a curve; thence continue in a Southwesterly direction along the arc of a curve to the left having a central angle of 08 degrees 03 minutes 07 seconds and radius of 1942.02 feet a distance of 272.92 feet to a point; thence turn an interior angle of 126 degrees 10 minutes 14 seconds (angle measured from tangent) and run to the right in a Westerly direction a distance of 262.25 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run to the left in a Southerly direction a distance of 382.52 feet to a point on the North right of way line of Shelby County Highway No. 68; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in Westerly direction along the Northerly right of way line of Shelby County Highway No. 68 a distance of 48.11 feet to the P.C. of a curve; thence continue in a Westerly direction along the Northerly right of way line of Shelby County Highway No. 68 and along the arc of a curve to the right having a central angle of 1 degrees 44 minutes 55 seconds and a radius of 881.99 feet a distance of 26.92 feet to a point on the curve; thence turn an interior angle of 91 degrees 41 minutes 13 seconds (angle measured from tangent) and run to the right in a Northerly direction a distance of 383.27 feet to a point on a curve, thence turn an interior angle of 267 degrees 03 minutes 09 seconds (angle measured to tangent) and run to the left in a Westerly direction along the arc of a curve to the right having a central angle of 17 degrees 44 minutes 49 seconds and a radius of 499.48 feet a distance of 154.71 feet to the pt of said curve; thence continue in a Northwesterly direction along the projection of the tangent to the last described curve a distance of 365.17 feet to a point; thence turn an interior angle of 116 degrees 37 minutes 27 seconds and run to the right in a Northerly direction a distance of 314.84 feet to a point; thence turn an interior angle of 88 degrees 11 minutes 56 seconds and run to the right in an Easterly direction a distance of 364.66 feet to a point; thence turn an interior angle of 246 degrees

03 minutes 03 seconds and run to the left in a Northeasterly direction a distance of 730.55 feet to the point of beginning.

**Parcel II:**

A tract of land situated in Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25 and in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 36, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 20 South, Range 3 west, Shelby County, Alabama and run Easterly along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 1222.60 feet; thence turn 113 degrees 57 minutes 02 seconds right and run Southwesterly for 730.55 feet; thence turn 66 degrees 03 minutes 03 seconds right and run Westerly for 364.66 feet; thence turn 91 degrees 48 minutes 04 seconds left and run Southerly for 314.84 feet to the point of beginning of the tract of land herein described, thence continue along the last described course for 88.41 feet to a point; thence turn 47 degrees 26 minutes 24 seconds right to the tangent of a curve to the left, said curve having a radius of 519.78 feet and a central angle of 23 degrees 58 minutes 43 seconds; thence run Southwesterly along said curve for 217.53 feet to the point of a tangent to said curve; thence run Southwesterly along the tangent to said curve for 101.55 feet to a point on the Northerly right of way line of Shelby County Highway No. 68; thence turn 93 degrees 57 minutes 01 seconds left to the tangent of a curve to the right said curve having a radius of 1,440.04 feet and a central angle of 7 degrees 09 minutes 25 seconds; thence run Southeasterly along said curve and said right of way line for 179.88 feet to the point of tangent to said curve; thence run Southeasterly along said tangent and said right of way line for 173.42 feet to the point of beginning of a curve to the left, said curve having a radius of 881.99 feet and a central angle of 19 degrees 03 minutes 05 seconds; thence run along said curve and said right of way line for 293.27 feet to a point on the Westerly right of way line of Weatherly Manor Drive; thence turn 91 degrees 41 minutes 13 seconds left from the tangent to said curve at said point and run Northerly along said Weatherly Manor Drive right of way for 383.27 feet to a point; thence turn 87 degrees 03 minutes 09 seconds left to the tangent of a curve to the right, said curve having a radius of 499.48 feet and a central angle of 17 degrees 44 minutes 49 seconds; thence run Northwesterly along said curve for 154.71 feet to the point of a tangent to said curve; thence run along the tangent to said curve at said point for 365.17 feet to the point of beginning.

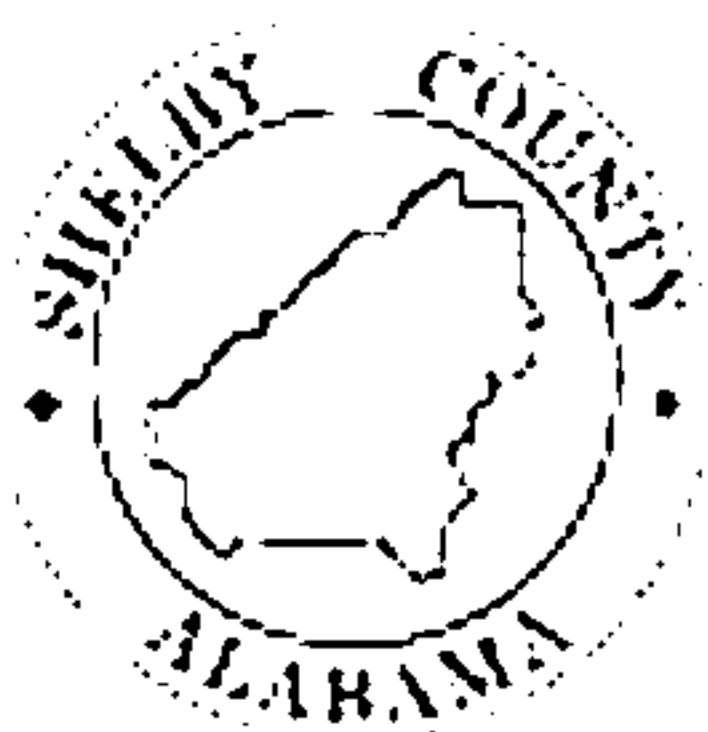
Situated in Shelby County, Alabama.



**EXHIBIT "B"**  
**Permitted Exceptions**

1. All taxes for the year 2025 and subsequent years, not yet due and payable.
2. Rights of tenants in possession as of the date hereof, as tenants only, under prior unrecorded residential leases.
3. 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.
4. Easement to City for Right-of-Way for Sewer to the City of Alabaster, dated September 29, 1995, and recorded October 2, 1995, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 1995-27588.
5. Those reservations of easements and restrictive covenants as appear in Warranty Deed to D C Oil Company, Inc., dated October 26, 1999, and recorded October 28, 1999, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst # 1999-44429.
6. Alabama Power Company Easement – Distribution Facilities, dated June 17, 2004, and recorded September 10, 2004, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20040910000506240; as modified by Alabama Power Company Easement Containment Agreement dated October 3, 2019, and recorded October 30, 2019, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20191030000400640.
7. Grant of Easement to Marcus Cable of Alabama, L.L.C. l/k/a Charter Communication, dated May 21, 2009, and recorded August 25, 2009, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20090825000326570, and the terms and conditions of the unrecorded Nonexclusive Installment and Service Agreement incorporated therein.
8. Terms, conditions and limitations contained in Easement and Memorandum of Agreement dated September 1, 2017, and recorded September 21, 2017, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20170921000344990.
9. Alabama Power Company Easement – Distribution Facilities, dated November 10, 2003, and recorded January 2, 2004, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20040102000000360; as modified by Alabama Power Company Easement Containment Agreement dated October 3, 2019, and recorded October 30, 2019, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20191030000400640.
10. Easements, terms and conditions of Memorandum of Agreement between Wellington Manor 2012, LLC and Spectrum Southeast, LLC, dated December 14, 2023, and recorded December 18, 2023, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20231218000361730.
11. Line Clearing and Guy Easement to South Central Bell Telephone Company, dated July 5, 1983, and recorded March 9, 1984, in the Office of the Judge of Probate of Shelby County, Alabama, in Book 353, at Page 768.
12. Easement for Sanitary Sewer dated April 13, 1996, and recorded April 17, 1996, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 1996-12391.

13. Subject to Multifamily Mortgage, Assignment of Rents and Security Agreement from Wellington Manor 2012, LLC to Hunt Mortgage Partners, LLC, in the original principal sum of \$26,250,000.00, dated and recorded October 30, 2019, in the Office of the Judge of Probate of Shelby County, Alabama, as Inst. # 20191030000400650.
14. Subject to Assignment of Security Instrument from Hunt Mortgage Partners, LLC to Federal Home Loan Mortgage Corporation, dated and recorded October 30, 2019, in said Probate Office, as Inst. # 20191030000400660.
15. Subject to Memorandum of Loan Assumption and Modification Agreement by and among Wellington Manor 2012, LLC ("Original Borrower"), WF Wellington Owner, LLC ("New Borrower"), John Mejia, David Abell, and Sterling Companies, L.L.C., an Alabama limited liability company ("Original Guarantor"), Charles V. Welden, III and William B. Welden ("New Guarantor"), and Federal Home Loan Mortgage Corporation, dated and recorded simultaneously herewith, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/13/2025 12:13:10 PM  
\$38500.00 JOANN  
20250113000011790

*Allen S. Bayl*