

This instrument was prepared by:
Martin W. Evans
Evans & Evans Lawyers, LLC
2001 Park Place North, Suite 540
Birmingham, AL 35203

Send tax notice to:
Pritchard Lakes, LLC
1210 Financial Center, Suite
505 20th Street North
Birmingham, AL 35203

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
:
SHELBY COUNTY)



20250320000082790 1/6 \$440.50
Shelby Cnty Judge of Probate, AL
03/20/2025 12:04:47 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned Nine Cedars, L.L.C. (Grantor) is the owner and record title holder of all that real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and incorporated herein by referenced (Property); and

WHEREAS, Grantor has heretofore executed and delivered to Pritchard Lake, LLC, (Grantee) that certain mortgage recorded at Instrument #20240422000115860 in the Office of the Judge of Probate of Shelby County, Alabama (Mortgage), conveying the Property as security for the indebtedness recited therein; and

WHEREAS, Grantor has requested that it be permitted to, and has agreed to, convey the Property to Grantee in consideration of a credit by Grantee to Grantor from and against the indebtedness secured by the Mortgage; and

WHEREAS, the Grantor and the Grantee have mutually agreed upon the amount of the credit and Grantor acknowledges that such credit and other considerations given to Grantor by Grantee are fair, equitable, beneficial to and in the best interest of Grantor; and

WHEREAS, the Grantee, by the acceptance of this Deed, shall in consideration thereof, credit the agreed amount of the indebtedness secured by the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the Grantee, the receipt of which the Grantor hereby acknowledges, and the aforesaid agreement of the Grantee to credit the agreed amount of the indebtedness secured by the Mortgage, the Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Pritchard Lake, LLC, an undivided one-half (1/2) interest in and to all of that certain real property situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any and all rights of redemption, statutory or equitable, of the Grantor with respect thereto. Grantor expressly makes

Shelby County, AL 03/20/2025
State of Alabama
Deed Tax: \$403.50



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Shelby Cnty Judge of Probate, AL
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this conveyance without reservation or retention of any rights of redemption, statutory or equitable.

TO HAVE AND TO HOLD to Pritchard Lake, LLC, its successors and assigns, in fee simple forever.

The undersigned Grantor covenants with the Grantee that it is the owner of the Property and has a good right to sell and convey the same; that the same is free of all encumbrances except the Mortgage and the permitted exceptions set out in Exhibit "B" attached hereto and made a part hereof; and that the Grantor will forever warrant and defend its title to the Property to the Grantee, its successors and assigns, forever by and through Grantor but not otherwise. All covenants and agreements made herein shall bind the Grantor and its heirs and assigns.

It is understood and agreed that this Deed is and shall constitute a deed in lieu of foreclosure pursuant to §35-10-50 and §35-10-51 (Ala. Code 1975, as amended), and the lien and title of the Mortgage shall not be merged in the title hereby conveyed, and that if for any reason this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance in any proceeding instituted under any bankruptcy or other law, or in the event the survival of the lien and title of the Mortgage is necessary or appropriate to protect the interest and complete title of Grantee, the Grantee shall be subrogated to, or shall be considered to have retained, all of its lien, title and rights under the Mortgage and the indebtedness secured thereby, and in any such event the Grantee shall have the right to proceed to a foreclosure of the Mortgage as determined by Grantee in all respects as if this instrument had not been executed.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument and set its hand and seal hereunto effective as of March 18, 2025.

GRANTOR:

Nine Cedars, L.L.C.,
an Alabama limited liability company

By:

Name: Steven E. Bowman, Jr.

Its: Manager and Sole Member

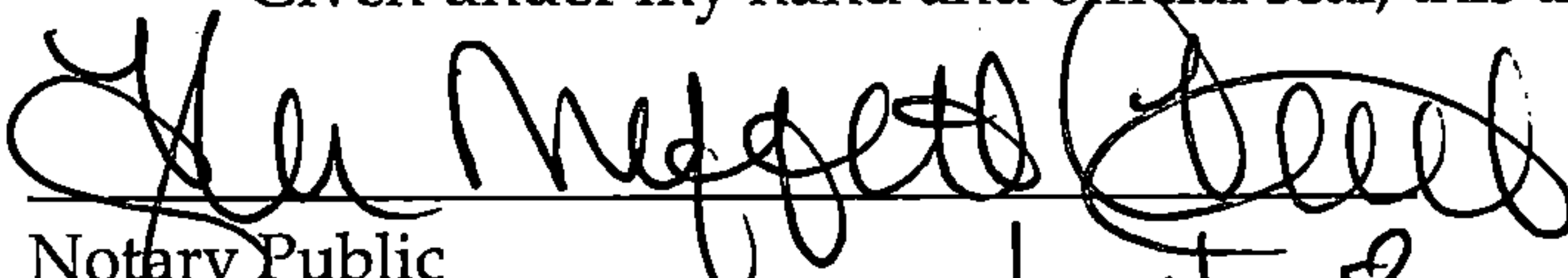
STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)



20250320000082790 3/6 \$440.50
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Steven E. Bowman, Jr.**, whose name as **Manager and Sole Member of Nine Cedars, L.L.C.**, 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 thereof, he, as such officer with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal, this the 18th day of March, 2025.


Notary Public
My Commission Expires: 1/24/28

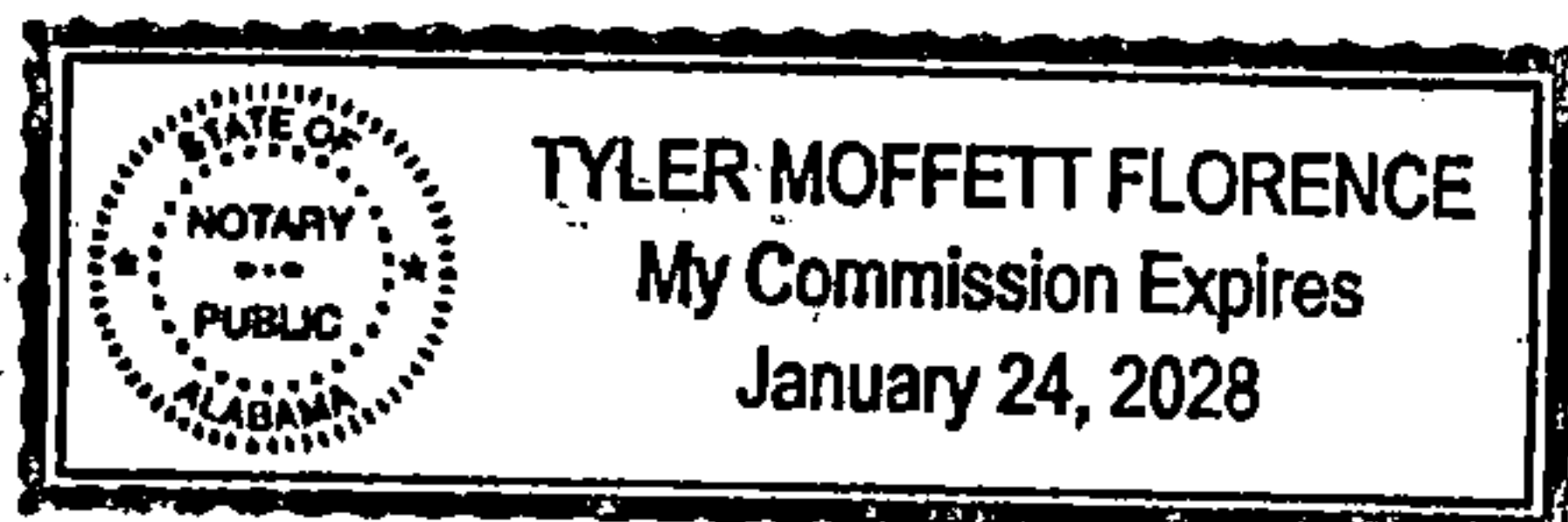


EXHIBIT A

LEGAL DESCRIPTION



20250320000082790 4/6 \$440.50
Shelby Cnty Judge of Probate, AL
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Real estate situated in the County of Shelby, State of Alabama, described as follows:

PARCEL I:

The SW 1/4 of SE 1/4; SE 1/4 of SW 1/4, Section 6, Township 21, Range 2 West, situated in Shelby County, Alabama.

PARCEL II:

NW 1/4 of SW 1/4; SW 1/4 of SW 1/4; North half of SE 1/4 of SE 1/4 in Section 6; North 1/2 of NW 1/4; West half of NW 1/4 of NE 1/4, Section 7, all in Township 21, Range 2 West, situated in Shelby County, Alabama.

PARCEL III:

All that part of the NE 1/4 of SW 1/4 except one acre in the Southeast corner of said forty acres, beginning at the Southeast corner of the NE 1/4 of SW 1/4 running parallel with said forty West 210 feet; thence North 210 feet; thence East 210 feet; thence South 210 feet to the point of beginning. And ALSO the SE 1/4 of NW 1/4, all in Section 6, Township 21, Range 2 West, situated in Shelby County, Alabama.

Together with easement rights as set forth in the Private Easement Agreement recorded in Deed Book 304, page 457, in the Probate Office of Shelby County, Alabama.

Less & Except the parcel conveyed to American Telephone and Telegraph Company by deed recorded in Deed Book 301, page 493, being a 1.722 acre parcel of land lying and being in the SW 1/4 of the SW 1/4 of Section 6, and the NW 1/4 of the NW 1/4 of Section 7, Township 21 South, Range 2 West Shelby County, Alabama, and being more particularly described as follows:

Beginning at a point on the South section line of Section 6, said point being located South 86°43'39" East, a distance of 251.60 feet from Southwest corner of Section 6. From said point of beginning, proceed North 05° 56' 26" East for 143.96 feet to a concrete monument; thence proceeding South 84° 03' 34" East for 300.0 feet to a concrete monument; thence proceeding South 05°56'26" West for 128.09 feet to a point on the South section line; thence proceeding South 05°56'26" West into Section 7 for 121.91 feet to a concrete monument; thence proceeding North 84°03'34" West for 300.0 feet to a concrete monument; thence proceeding North 05°56'26" East for 106.04 feet to a point on the North section line of Section 7 and the South line of Section 6 and the point of beginning.

Less and except a small strip of land along the West boundary of the NW 1/4 of the NW 1/4 of Section 7, Township 21 South, Range 2 West Shelby County, Alabama. Said strip having a parcel ID of 22-3-07-0-000-002.001 and being the subject of the boundary line agreement as recorded in Misc 19, page 188, in the Probate Office of Shelby County, Alabama.

[END OF LEGAL DESCRIPTION]

EXHIBIT B

PERMITTED EXCEPTIONS



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1. Taxes and assessments for the year 2025 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title would be disclosed by an accurate and survey and not shown by the public record.
3. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, coal, oil, gas, sand and gravel, in, on and under subject property
4. Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 142, page 571 in the Probate Office of Shelby County, Alabama.
5. Easement to Southern Natural Gas, as recorded in Deed Book 90, page 287, in the Probate Office of Shelby County, Alabama.
6. Right of way to AT&T, recorded in Deed Book 289, pages 634 and Deed Book 289, pages 678, in the Probate Office of Shelby County, Alabama.
7. Rights of others and use restrictions as set out in the easement for private road, as recorded in Deed Book 304, page 457, in the Probate Office of Shelby County, Alabama.
8. Right of way to BellSouth Telecommunications, recorded in Instrument 20100414000113270, in the Probate Office of Shelby County, Alabama.
9. Right of way to Southern Bell Telephone and Telegraph Company, as recorded in Deed Book 333, page 47, in the Probate Office of Shelby County, Alabama.
10. Easement rights granted in that certain lease Agreement by and between James F Redfield and Joyce Wilkinson as Lessor and BellSouth Mobility Inc as tenant recorded in Deed Book 208, page 554, Agreement and Memorandum of First Amendment to Lease Agreement as recorded in Instrument 20100511000148380, in the Probate Office of Shelby County, Alabama.
11. Boundary line agreement as recorded in Misc 19, page 188, in the Probate Office of Shelby County, Alabama.
12. Terms and conditions of the agreement between C H Fulton and W S Pritchard dated May 30, 1947 as recorded in Instrument 20240422000115820, in the Probate Office of Shelby County, Alabama.
13. Terms and conditions of the Tenants in Common Agreement between Pritchard Lake LLC and James Redfield dated October 10, 2014 as recorded in Instrument 20240422000115830, Agreement dated April 5, 2024 amending the Tenants in Common Agreement as recorded in Instrument 20240422000115840, Waiver of right of first refusal contained therein as recorded in Instrument 20240422000115840, in the Probate Office of Shelby County, Alabama.

[END OF PERMITTED EXCEPTIONS]

Real Estate Sales Validation Form

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

Grantor's Name Nine Cedars, L.L.C.
Mailing Address 282 Grande View Pkwy
Alabaster, AL 35114

Grantee's Name Pritchard Lake, LLC
Mailing Address 505 20th St. N., Ste 1210
Birmingham, AL 35203

Property Address 1494 Fulton Lake Rd.
Alabaster, AL 35007

Date of Sale March 18, 2025
Total Purchase Price \$

or
Actual Value \$ 403,305 = 1/2 of
806,610 total

or
Assessor's Market Value \$



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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
☐ Sales Contract
☐ Closing Statement
☒ Appraisal
☒ Other Tax Assessor's current use value

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 3-18-25

Print Martin Evans

☒ Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1