

This Instrument Prepared By:
Matthew Anderson
ROW Bureau
1409 Coliseum Boulevard
Alabama Department of Transportation
Montgomery, AL. 36110

STATE OF ALABAMA

COUNTY OF MOBILE

PROJECT NO. ST-049-I10-006

CPMS PROJ. NO. 100067521

TRACT NO. 24

DATE: November 14, 2017

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of
\$230,000.00 dollar(s), cash in hand paid to the undersigned by the State
of Alabama Department of Transportation, the receipt of which is hereby acknowledged, I
(we), the undersigned grantor(s), GP Investments, LLC
have this day bargained and sold, and by these presents do hereby grant, bargain, sell and
convey unto the State of Alabama the following described property:

**A part of Township 4-S, Range 1-W, identified as Tract No. 24 on Project No. ST-049-I10-006
in Mobile County, Alabama and being more fully described as follows:**

Parcel 1 of 1:

From the Real Property Book 5969, Page 1002 as recorded in the Office of the Judge of Probate of
Mobile County, Alabama:

Lot 2, according to the Survey of St. Emanuel Street Subdivision, as recorded in Map Book 110,
Page 99, in the Office of the Judge of Probate of Mobile County, Alabama.

And as shown on the right of way map of record in the Alabama Department of Transportation a
copy of which is also deposited in the office of the Judge of Probate as an aid to persons and
entities interested therein and as shown on the Property Sketch attached hereto and made a part
hereof.

TO HAVE AND TO HOLD, unto the State of Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors, administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the 10th day of July, 2018.

GP Investments, LLC an Alabama
Limited Liability Company

By: J. David Greene
As its Managing Member

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Mobile)

I, Kimberly L. Murray, a Notary Public, in and for said County in said State, hereby certify that
J. David Greene, whose name (s)
_____, signed to the foregoing conveyance, and who is known
to me, acknowledged before me on this day that, being informed of the contents of this conveyance,
_____ executed the same voluntarily on the day the
same bears date.
Given under my hand and official seal this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

MOBILE County

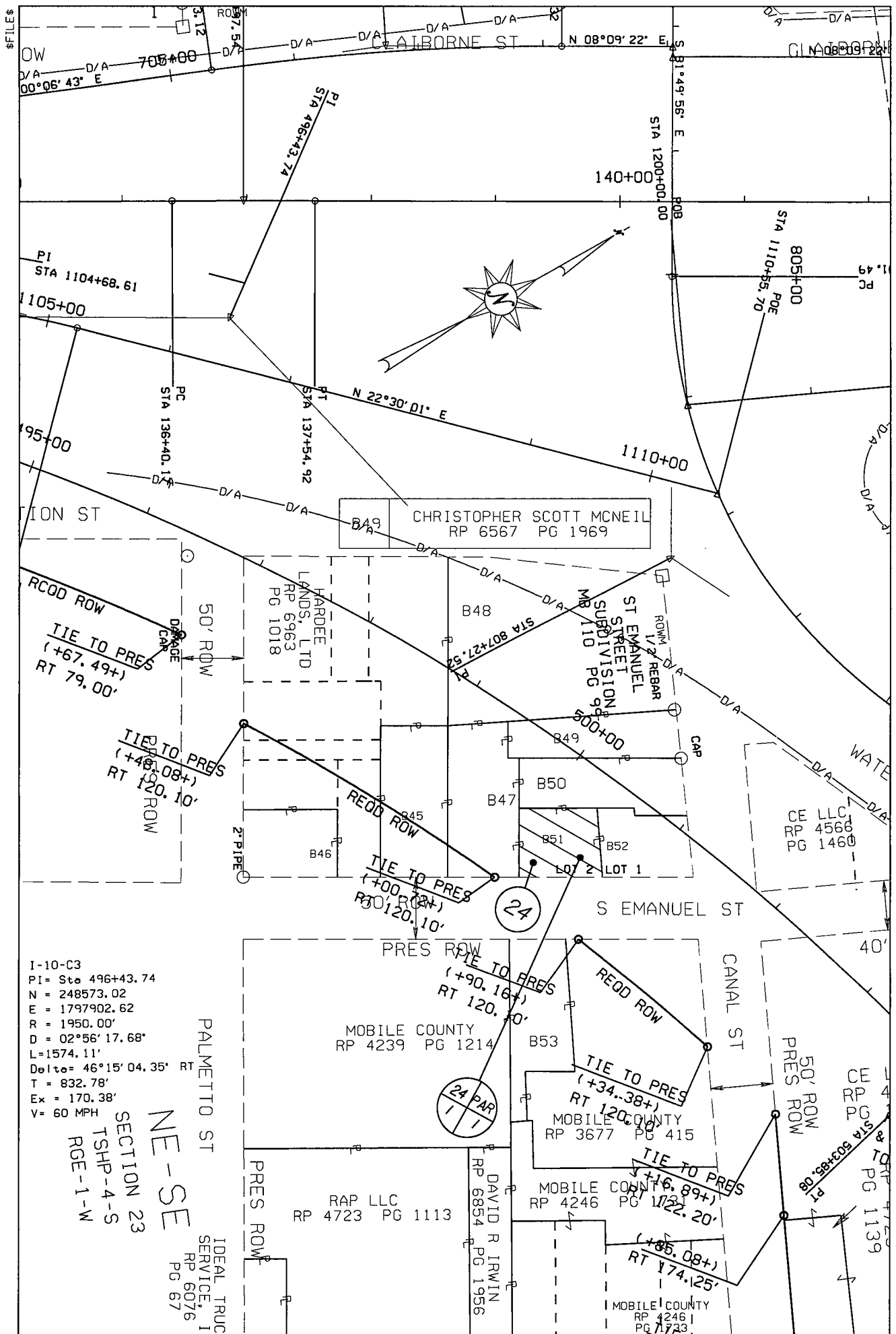
I, Kimberly L. Murray, a Notary Public in and for said County, in said State,
hereby certify that J. David Greene whose name as
Managing Member of the GP Investments, LLC Company, a corporation, is signed to
the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the
contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the
act of said corporation.

Given under my hand this 10th day of July, A.D. 2018.

Kimberly L. Murray
Official Title Notary Public



	to			County of _____		Judge of Probate	
STATE OF ALABAMA		WARRANTY DEED	STATE OF ALABAMA	I, _____		County, Alabama.	
				Judge of Probate in and for said County,			
				Hereby certify that the within			
				Conveyance was filed in my office at			
				_____ o'clock _____ M., on the _____			
				day of _____, 20____,			
				and duly recorded in Deed Record			
				page _____			
				Dated _____ day of _____ 20____.			



Tract #:	24	Scale:	1" = 100'
Grantor(s)	G P INVESTMENTS, LLC	State:	Alabama
		County:	Mobile
Total Before:	0.08 AC	Project:	ST-049-I10-006
Total Acquired:	0.08 AC	CPMS #:	100067521
Total Remainder:	0.00 AC	Date:	14-Nov-17
THIS IS NOT A BOUNDARY SURVEY		Sketch:	1 of 1

**AFFIDAVIT OF RESIDENCY OR EXEMPTION FROM WITHHOLDING TAX ON SALE
OF REAL PROPERTY BY NONRESIDENTS AS REQUIRED BY CODE OF
ALABAMA (1975) SECTION 40-18-86**

Before me, the undersigned authority, on this day personally appeared **J. David Greene, as Managing Member of GP Investments, LLC** ("Seller"), personally known by me to be the person/s whose name/s are subscribed hereto, who being by me first duly sworn, on their oath/s stated the following to be true and correct:

I am the vested owner of the following described real property located in **MOBILE COUNTY**, State of Alabama (the "Real Property"):

SEE EXHIBIT "A" ATTACHED

I/We/It do/does hereby give this Affidavit for the purpose of determining the withholding of income tax on the sale or transfer of the Real Property pursuant to Code of Alabama (1975) §40-18-86 (the "Statute").

 X I am a Resident of the State of Alabama and am therefore not subject to the withholding requirements of the Statute.

 I am **not** a resident of the State of Alabama, but I am deemed a "resident" as that term is defined under Subsection (a) of the "Statute". I/we/it do/does hereby swear and affirm that I/we/it meet/s all of the applicable requirements listed below in order to be deemed a "Resident" of the State of Alabama for purposes of the Statute:

1. I/we/it has/have filed Income Tax Returns or obtained appropriate Extensions to File Income Tax Returns with the State of Alabama for two years preceding the year of the sale of the Real Property.
2. I/we/it will report the proceeds of the sale of the Real Property in an Income Tax Return to be filed with the State of Alabama for the current year and the Income Tax Return will be filed by the due date.
3. (Applicable to Business Entities Only) Seller will continue substantially the same after the sale of the Real Property and/or the Seller has additional real property remaining within the State of Alabama at the time of the sale of the Real Property that is of equal or greater value, based upon the tax assessment of the additional real property remaining within the State of Alabama, than the withholding tax liability for the sale of the Real Property.
4. (Applicable to Foreign/Non-Alabama Business Entities Only) Seller is a foreign corporation or a foreign limited partnership which is registered with the Secretary of State's Office to do business in the State of Alabama.

OR ONE OR MORE OF THE FOLLOWING EXEMPTIONS APPLY

 The Real Property is exempt from the withholding tax requirements under the Statute because the Real Property constitutes the principal residence of the seller within the meaning of Section 121 of the Internal Revenue Code which specifies that the Real Property must have been owned and used by the taxpayer as the taxpayer's principal residence for a period aggregating two (2) years or more within a five (5) year period ending on the date of the sale of the Real Property.

 The Seller is a mortgagor conveying the mortgage property to a mortgagee in foreclosure of in a transfer in lieu of foreclosure with no additional consideration.

 Either the Seller/Transferor or the Buyer/Transferee is one of the following entities:

1. An agency or authority of the United States of America or the State of Alabama;
2. The Federal National Mortgage Association;
3. The Federal Home Loan Mortgage Corporation;
4. The Government National Mortgage Association; or
5. A private mortgage insurance company.

 X The purchase price of the property is less than \$800,000.00 for property sold prior to January 1, 2009; or less than \$300,000.00 for property sold on or after January 1, 2009.

_____ The Seller is a partnership, Subchapter "S" Corporation, or other unincorporated organization which certifies that a tax return will be filed on behalf of the nonresident partners, shareholder, or members and that the partnership, Subchapter "S" corporation, or unincorporated organization will remit the tax on the gain on behalf of the nonresident partners, shareholders or member.

_____ The Seller is a tax exempt organization, and the income from this sale is not subject to Alabama Income Tax.

_____ The Seller is an insurance company which pays to Alabama a tax on its premium income.

_____ The transaction is a non-recognition transaction such as a like-kind exchange where gain is realized by the seller but completely not recognized for Alabama Income Tax purposes.

_____ The transaction is a transfer of a limited interest in real property, including easements, rights of way, mortgages or other instruments that secure indebtedness, or leases (not including capital leases).

I/We/It do/does hereby agree to indemnify and hold harmless the purchasers and/or lenders and/or settlement providers and/or title agents/companies from any and all loss, liability, costs, expenses, taxes due, penalties, interest and attorneys' fees, including attorneys' fees to enforce this agreement, due to any errors, misrepresentations, untruthful statements and/or any inconsistencies contained within this Affidavit.

J. David Greene
As Managing Member of GP Investments,
LLC

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public, in and for said County and in said State, do hereby certify that J. David Greene, as Managing Member of GP Investments, LLC, who is known to me, and whose name is signed to the foregoing instrument, acknowledged before me on this day, that being informed of the contents of the document, he executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand this 10th day of July, 2018.

Kimberly L. Murray
NOTARY PUBLIC (S E A L)

My Commission Expires: 10/10/20

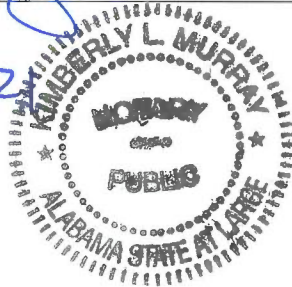


EXHIBIT A

A part of the NE 1/4 of the SE 1/4, Section 23, Township 4-S, Range 1-W, identified as Tract No. 24 on Project No. ST-049-110-006 in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

From the Real Property Book 5969, Page 1002 as recorded in the Office of the Judge of Probate of Mobile County, Alabama:

Lot 2, according to the Survey of St. Emanuel Street Subdivision, as recorded in Map Book 110, Page 99, in the Office of the Judge of Probate of Mobile County, Alabama.

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