


This instrument was prepared by:  
John L. Hartman, III  
P. O. Box 846  
Birmingham, Alabama 35201

Send Tax Notice To:  
Tammy L. Spivak  
188 River Oaks Drive  
Helena, AL 35080

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

  
20130619000251820 1/4 \$374.50  
Shelby Cnty Judge of Probate, AL  
06/19/2013 01:03:51 PM FILED/CERT

That in consideration of Three Hundred Fifty-three Thousand Two Hundred Sixty-eight and 26/100  
----- (\$ 353,268.26 ) Dollars

to the undersigned grantor, **NSH CORP. d/b/a Signature Homes**, an Alabama corporation, (herein referred to as GRANTOR) in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto  
TAMMY L. SPIVAK,

(herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

TO HAVE AND TO HOLD unto the said grantee, his, her or their heirs and assigns forever.

And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron, ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.


By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against any of the Released Parties for loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) NSH Corp; (ii) the agents, employees, contractors and subcontractors of NSH Corp.; (iii) the officers, directors, employees, agents, contractors and subcontractors of NSH Corp; (iv) any successors and assigns of NSH



Corp.'s interest in the Property; and (v) the municipality in which the property is located, its officials, agent, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

IN WITNESS WHEREOF, the said GRANTOR, by its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the 17th day of June, 2013.

NSH CORP. d/b/a Signature Homes

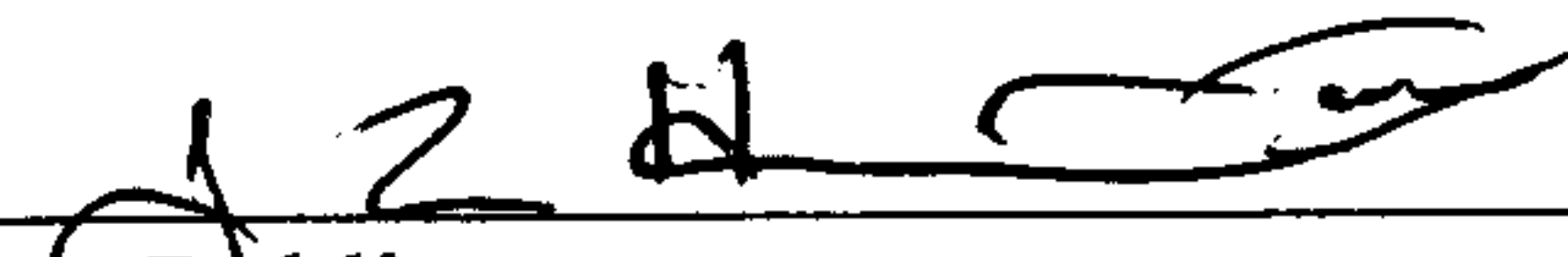
By:   
James H. Belcher  
Authorized Representative


STATE OF ALABAMA)  
JEFFERSON COUNTY)

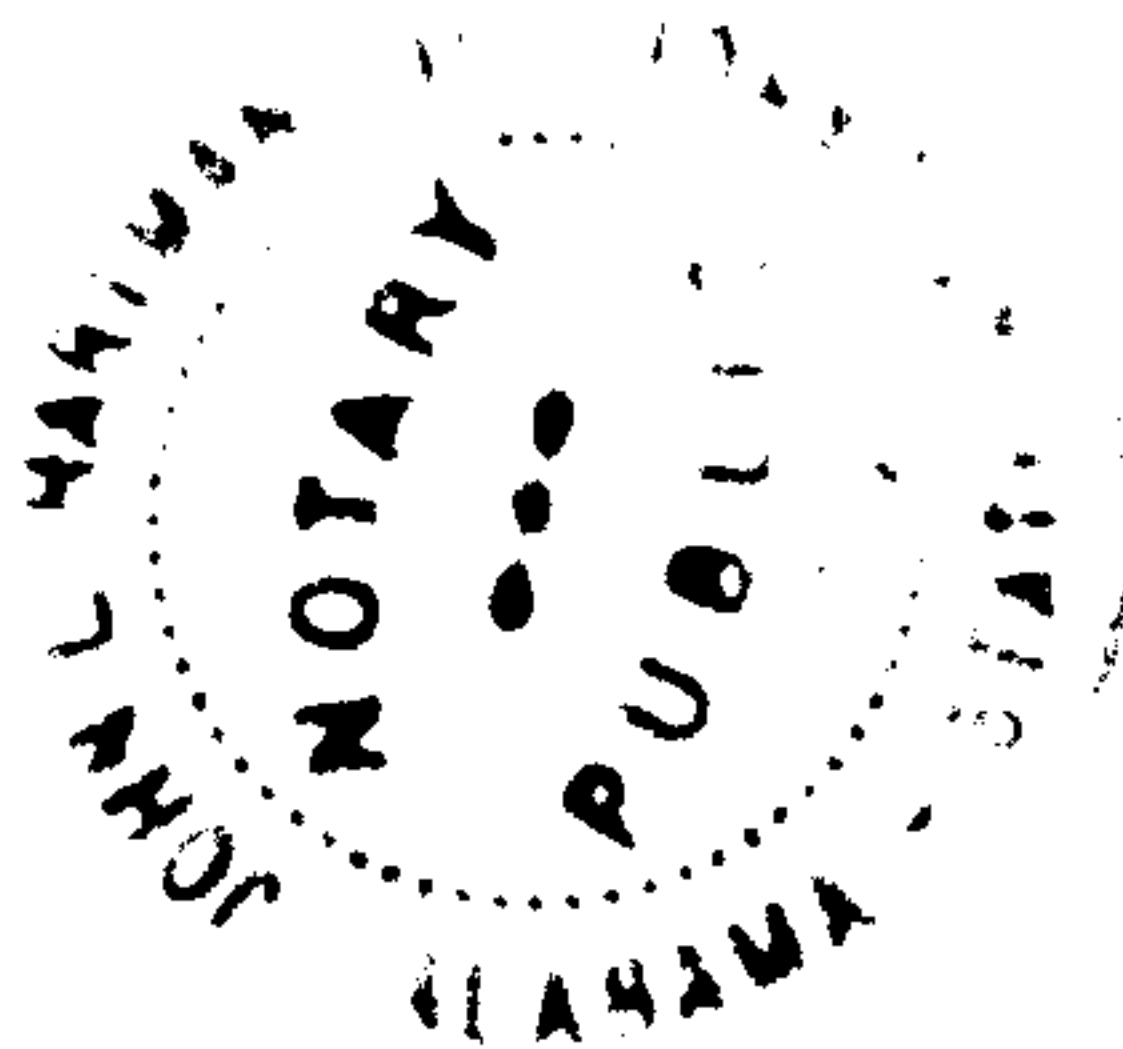
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. Belcher, whose name as Authorized Representative of NSH CORP. d/b/a Signature Homes, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 17th day of June, 2013, that, being informed of the contents of the 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 and official seal this 17th day of June, 2013.

My Commission Expires: 08/04/13

  
Notary Public John L. Hartman, III


  
20130619000251820 2/4 \$374.50  
Shelby Cnty Judge of Probate, AL  
06/19/2013 01:03:51 PM FILED/CERT



## EXHIBIT "A"

Lot 793, according to the Final Plat of Riverwoods Seventh Sector Phase II, as recorded in Map Book 36, Page 102, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2013 and subsequent years and not yet due and payable; (2) Building Lines and Easements as shown by recorded map; (3) Rights set out in Real 112, page 876 and corrected by Real 328, page 1 and as set forth in that certain deferred Interest Agreement recorded in Real Book 247, page 599 and amended by Real Book 247, page 636, in the Probate Office of Shelby County, Alabama; (4) Memorandum of Oil and Gas Lease between Total Minatone Corporation and Cabot Oil & Gas Corporation recorded in Real 370, page 923, in the Probate Office of Shelby County, Alabama; (5) Less and except any portion obtained by or conveyed to Alabama Power Company by and through condemnation proceedings filed in Case No. 27-254 and Case No. 28-57, In the Probate Office of Shelby County, Alabama; (6) Cable right of way easement agreement as set out in Real 323, page 338, in the Probate Office of Shelby County, Alabama; (7) Transmission line permit to Alabama Power Company, recorded in Deed Book 138, page 91, in the Probate Office of Shelby County, Alabama; (8) The rights of upstream and downstream riparian owners with respect to any body of water which it may lie adjacent to, and/or traversing through, subject property; (11) Railroad right of way, recorded in DT page 655; Deed Book 11, page 344 and Deed Book 311, pages 301 and 297, in the Probate Office of Shelby County, Alabama; (10) Easement granted to Alabama Power Company recorded in Instrument 20040629000355340, in the Probate Office of Shelby County, Alabama; (11) Amended and Restated Riverwoods Covenants, Conditions and Restrictions as recorded in Instrument 20070917000435160 in the Probate Office of Shelby County, Alabama; (12) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company recorded in Instrument 20050801000383330 in the Probate Office of Shelby County, Alabama; (12) Restrictions appearing of record in Instrument 20060201000052460 in the Probate Office of Shelby County, Alabama; (13) Restrictions, Covenants, Conditions, Limitations, Mineral and mining rights and rights incident thereto and release of damages recorded in Instrument 20121114000436230 in the Probate Office of Shelby County, Alabama.

  
20130619000251820 3/4 \$374.50  
Shelby Cnty Judge of Probate, AL  
06/19/2013 01:03:51 PM FILED/CERT



## Real Estate Sales Validation Form

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

Grantor's Name NSH Corp.

Mailing Address 3545 Market Street  
Hoover, AL 35226

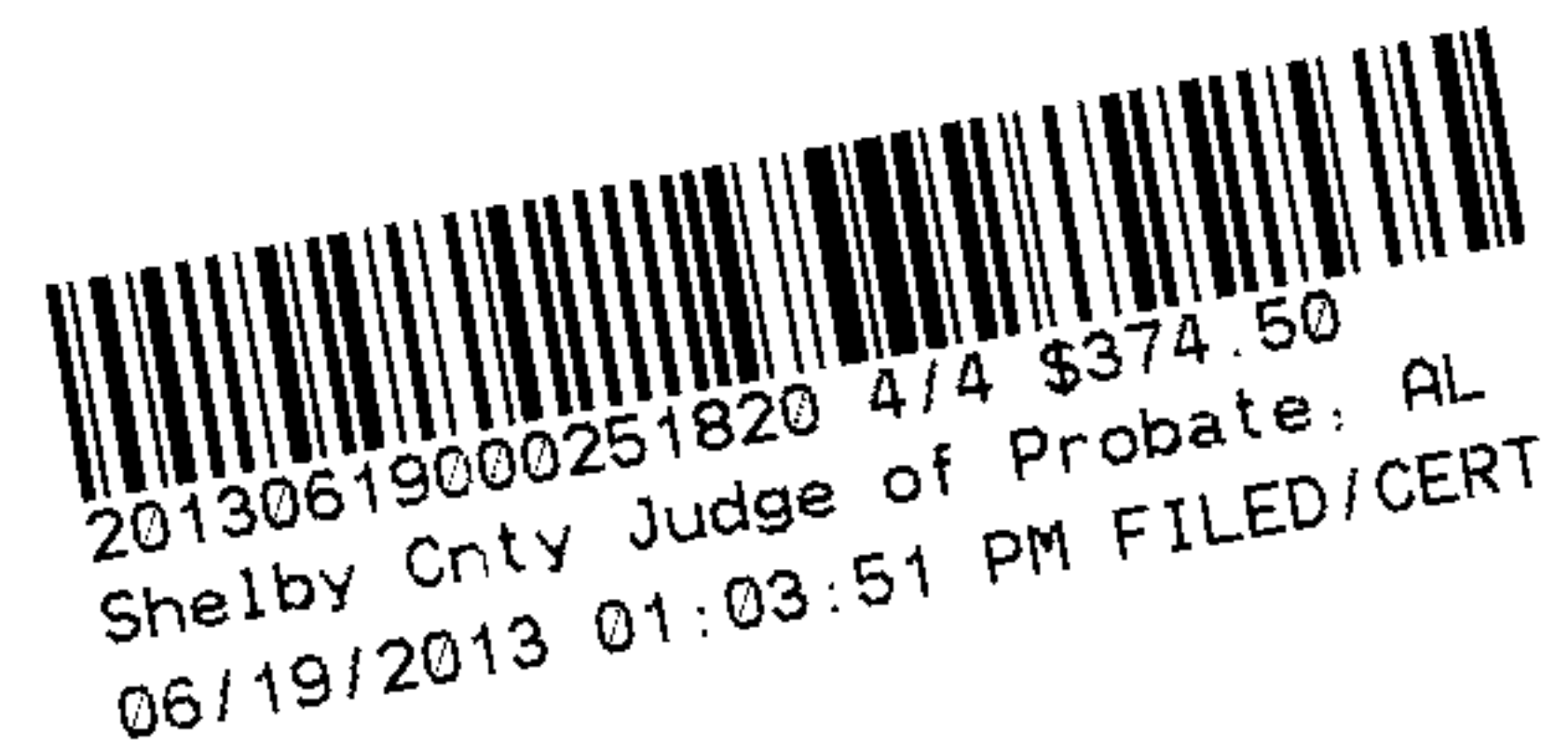
Grantee's Name Tammy L. Spivak

Mailing Address 188 River Oaks Drive  
Helena, AL 35080

Property Address 188 River Oaks Drive  
Helena, AL 35080

Date of Sale June 17, 2013

Total Purchase Price \$353,268.26  
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)

<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		

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 June 17, 2013

Print

John L. Hartman III

Unattested

Sign

J L Hartman III  
(Grantor/Grantee/Owner/Agent) circle one

(verified by)