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

Send Tax Notice To:
B J Ryan
Taylor Ryan
222 W. Trestle Way
Helena, AL 35080

# <u>CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor</u>

STATE OF ALABAMA)
SHELBY COUNTY )
That in consideration of <u>Four Hundred Twenty-nine Thousand Seven Hundred and no/100</u> ) Dollars
to the undersigned grantor, SB DEV. CORP., 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 B J Ryan and Taylor Ryan
, (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

#### SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$329,700.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said grantees, as joint tenants, with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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,

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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) SB DEV. Corp; (ii) the agents, employees, contractors and subcontractors of SB DEV. Corp.; (iii) the officers, directors, employees, agents, contractors and subcontractors of SB DEV. Corp; (iv) any successors and assigns of SB DEV. 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 <u>8th</u> day of <u>September</u>, 20 17 ...

Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Levi Mixon \_\_\_\_\_\_, whose name as Authorized Representative of SB DEV. CORP. 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 \_\_8th\_\_ day of \_September \_\_\_\_\_, 20\_17\_\_, 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 8th day of September, 20 17

Notary Public

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## **EXHIBIT "A"**

Lot 818, according to the Final Plat of Riverwoods Eighth Sector Phase I, as recorded in Map Book 43, Page 28 A & B, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2017 and subsequent years and not yet due and payable; (2) Easement(s), building line(s) and restriction(s) as shown by recorded map; (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein; and (4) Restrictions appearing of record in Inst. No. 2007-43516, Inst. No. 2015-6546, Inst. No. 2015-6541 and restrictions on unrecorded deed to purchaser.

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## Real Estate Sales Validation Form

t would be filed in accordance with Code of Alabama 1075 Section 40 22 1

Inis Docu	ment must ve juea in accora	ance with Coae of Alav	ama 1975, Section 40-22	Z-1
Grantor's Name	SB Dev. Corp.			
Mailing Address	3545 Market Street Hoover, AL 35226			
Grantee's Name	B. J. Ryan Taylor Ryan			
Mailing Address	222 W Trestle Way Helena, AL 35080			
Property Address	222 W Trestle Way Helena, AL 35080		Filed and Deconded	
Date of Sale	September 8, 2017		Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Pro County Clerk	bate Judge,
Total Purchase Price or Actual Value or Assessor's Market Value	\$429,700.00 \$	TARNING.	Shelby County, AL 09/08/2017 12:16:28 PM \$124.00 CHERRY 20170908000328110	Jung and a second
Sales Contract  X Closing States  If the conveyance document pre is not required.	nent	_Other  all of the required info	ormation referenced abov	e, the filing of this form
Grantor's name and mailing add mailing add mailing address.		Instructions e person or persons conv	veying interest to propert	y and their current
Grantee's name and mailing add	lress – provide the name of th	e person or persons to w	whom interest to property	is being conveyed.
Property address – the physical a	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 a offered for record.	amount paid for the purchase	of the property, both rea	al and personal, being cor	iveyed by the instrument
Actual value – if the property is instrument offered for record. The market value.			•	
If no proof is provided and the value the property as determined by the used and the taxpayer will be pe	e local official charged with	the responsibility of valu	uing property for property	•
I attest, to the best of my knowle understand that any false statem 1975 §40-22-1 (h).	ents claimed on this form mag	y result in the imposition	n of the penalty indicated	
Date September 8, 2017		Print: Joshua L/Hai	rtman	

Sign:

(verified by)

(Grantor/Chantee/Owner/Agent) eircle one

Unattested