

20180125000024620  
01/25/2018 09:43:40 AM  
DEEDS 1/4

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

Send Tax Notice To:  
Nicholas F. Massino  
197 W Trestle Way  
Helena, AL 35080

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

That in consideration of Four Hundred Forty-two Thousand Three Hundred Ten and no/100-----  
----- (\$ 442,310.00----- ) 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 Nicholas F. Massino  
----- (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.

\$353,848.00 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 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) 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 24th day of January, 2018.

SB DEV. CORP.

By: 

Levi Mixon

Authorized Representative

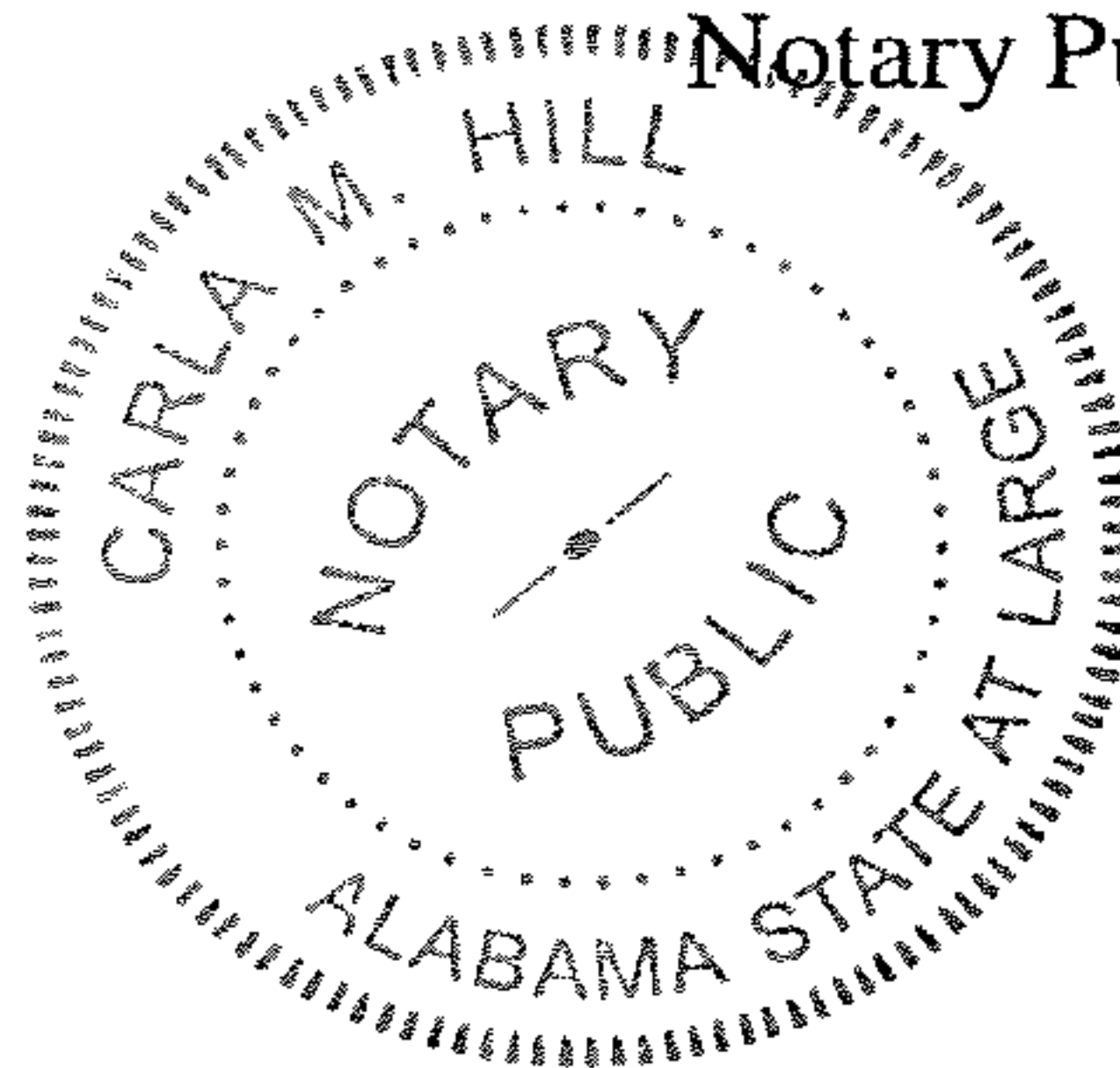
STATE OF ALABAMA)  
JEFFERSON COUNTY)

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 24th day of January, 2018, 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 24th day of January, 2018.

My Commission Expires: 3/23/19

  
Notary Public



**EXHIBIT "A"**

Lot 807, according to the Final Plat of Riverwoods Eighth Sector Phase I, as recorded in Map Book 43, Page 28, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2018 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 and Inst. No. 2015-34370.



**Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name SB Dev. Corp.

Mailing Address 3545 Market Street  
Hoover, AL 35226

Grantee's Name Nicholas F. Massino

Mailing Address 197 W. Trestle Way  
Helena, AL 35080Property Address 197 W. Trestle Way  
Helena, AL 35080

Date of Sale January 24, 2018

Total Purchase Price \$442,310.00

or Actual Value \$

or Assessor's Market Value \$



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/25/2018 09:43:40 AM  
\$112.50 CHERRY  
20180125000024620

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

_____	Bill of Sale	_____	Appraisal
_____	Sales Contract	_____	Other
<u>  X  </u>	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 January 24, 2018

Print: Joshua L. Hartman

Unattested

(verified by)

Sign:

  
(Grantor/Grantee/Owner/Agent) circle one