20180427000142430 04/27/2018 08:08:06 AM DEEDS 1/4

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

Send Tax Notice To:
Mitchell S. Watts
Ashley Watts
922 Long Street
Helena, AL 35080

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

DURE TETOE
STATE OF ALABAMA)
SHELBY COUNTY)
That in consideration of <u>Four Hundred Nine Thousand Three Hundred Seventy & no/100</u>
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 untoMitchell S. Watts and Ashley Watts
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.

\$368,400.00 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,

20180427000142430 04/27/2018 08:08:06 AM DEEDS 2/4

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>26th</u> day of <u>April</u> .

SB DEV. CORP.

ALABAMA, ING.

Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daniel Garrett ______, 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 _26th_ day of __April ______, 20_18__, 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 _____26th day of _April

..20 18

My Commission Expires: 3/23/19

Notary Public

20180427000142430 04/27/2018 08:08:06 AM DEEDS 3/4

EXHIBIT "A"

Lot 909, according to the Survey of Riverwoods Eighth Sector Phase II Sector "F", as recorded in Map Book 45, Page 40, 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 on 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; (4) Restrictions appearing of record in Inst. No. 2007-43516; (5) Restrictions on deed from developer recorded in Inst. No. 20170707000242400.

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		Mitchell S. Watts Ashley Watts				
Mailing	Address	922 Long Street Helena, AL 35080				
Property Address		922 Long Street Helena, AL 35080		Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL 04/27/2018 08:08:06 AM S65.00 CHERRY		
Date of Sale		April 26, 2018				
or Actua	-	\$409,370.00	TABINE .	20180427000142430	Juny and S	
or Assess	sor's Market Value	\$				
The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) Bill of Sale Sales Contract Other Closing Statement						
If the cor		nted for recordation contain	ns all of the required info	rmation referenced a	bove, the filing of this form	
			Instructions			
Grantor's mailing a		ss – provide the name of th		eying interest to pro	perty and their current	
Grantee's	s name and mailing addres	ss – provide the name of th	ne person or persons to wh	nom interest to prope	erty is being conveyed.	
Property	address - the physical add	dress of the property being	conveyed, if available.			
Date of S	Sale – the date on which in	terest to the property was	conveyed.			
Total Pur offered fo		ount paid for the purchase	of the property, both real	and personal, being	conveyed by the instrument	
	nt offered for record. This	t being sold, the true value may be evidenced by an a			-	
the prope	rty as determined by the le	e must be determined, the ocal official charged with the ized pursuant to Code of A	the responsibility of valui	ng property for prop	ng current use valuation, of erty tax purposes will be	
understan	-	e and belief that the informs claimed on this form may				
Date A	April 26, 2018	Print:	Joshua L. Hartman			
Unatteste	d	Sign:	And the second s			
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	(verified	_	(Grantor/Grantee/Owne	r/Agent) circle one	<u></u>	