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

Send Tax Notice To:
Jonathan David Hunke
Sherrie C. Hunke
602 Riverwoods Landing
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 Four Hundred Seventy-four Thousand Two Hundred Seventy and no/100
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 untoJonathan David Hunke and Sherrie C. Hunke
, (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.

\$250,000.00 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,

20180529000187420 05/29/2018 03:46:20 PM 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 29th day of 20 18

SB DEV. CORP.

By:

Aŭthorized Representative

STATE OF ALABAMA) JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that , whose name as Authorized Representative of SB DEV. CORP. a J. Daniel Garrett corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 29th day of May , 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.

29th Given under my hand and official seal this day of

My Commission Expires:

Notary Public

20180529000187420 05/29/2018 03:46:20 PM DEEDS 3/4

EXHIBIT "A"

Lot 874A, according to the Final Plat of Riverwoods Eighth Sector Phase II, Sector "E", as recorded in Map Book 46, Page 30, in the Probate Office of Shelby County, Alabama.

Subject to:

- 1. Taxes for the year 2018 and subsequent years, a lien 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, Inst. No. 2015-6546, Inst. No. 2015-6541 and restrictions on unrecorded deed to purchaser;
- 5. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Inst. No. 2015-32407.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/29/2018 03:46:20 PM
\$248.50 JESSICA

20180529000187420

Jung 2

20180529000187420 05/29/2018 03:46:20 PM DEEDS 4/4

Real Estate Sales Validation Form

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

				come of random	,	• • • • • •	
Granto	r's Name	SB Dev. Corp.					
Mailing	g Address	3545 Market Street Hoover, AL 35226			•		
Grante	e's Name	Jonathan David Hunke Sherrie C. Hunke					
Mailing	g Address	602 Riverwoods Landin Helena, AL 35080	5				
Propert	ty Address	602 Riverwoods Landin Helena, AL 35080) >				
Date of	f Sale	May 29, 2018					
	urchase Price al Value \$	\$474,270.00					
or Asse	essor's Market Value	\$					
The pur	rchase price or actual value Bill of Sale Sales Contract Closing Stateme		be verified inAppraisalOther	_	documentary ev	idence: (check one	;)
	onveyance document prese equired.	nted for recordation contact	ns all of the	required inforn	nation reference	d above, the filing	of this form
mailing	r's name and mailing address, address. e's name and mailing address.			persons convey			
		- -	-	-	nii micorost to pre	porty is come com	voyea.
-	y address—the physical ad		•	i avanabie.			
Date of	Sale — the date on which in	nterest to the property was	conveyed.				
	urchase price — the total an for record.	nount paid for the purchase	of the prope	erty, both real a	nd personal, bei	ng conveyed by the	e instrument
	value – if the property is no ent offered for record. Thi value.			_	- · · · · · · · · · · · · · · · · · · ·		
he prop	oof is provided and the valuety as determined by the d the taxpayer will be pena	local official charged with	the responsi	bility of valuing	g property for pr	-	•
ındersta	to the best of my knowledg and that any false statemen 10-22-1 (h).						
Date	May 29, 2018	Print:	Joshua L	Hartman	-ø^ ·^		
Jnattest	ted	Sign:		The state of the s			
	(verifie	d by)	(Grantor/Ç	irantee/Owner/	Agent) circle on	e	