

This instrument was prepared by: **20180911000326000**  
Joshua L. Hartman **09/11/2018 09:59:50 AM**  
P. O. Box 846 **DEEDS 1/5**  
Birmingham, Alabama 35201

Send Tax Notice To:  
Nicholas C. Stiltner  
Hanna W. Stiltner  
638 Riverwoods Landing  
Helena, AL 35080

**CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor**

STATE OF ALABAMA )

SHELBY COUNTY )

That in consideration of Four Hundred Seventy-nine Thousand Nine Hundred and no/100-----  
----- (\$ 479,900.00---- ) 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 C. Stiltner and Hanna W. Stiltner  
-----, (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.

\$453,100.00 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.

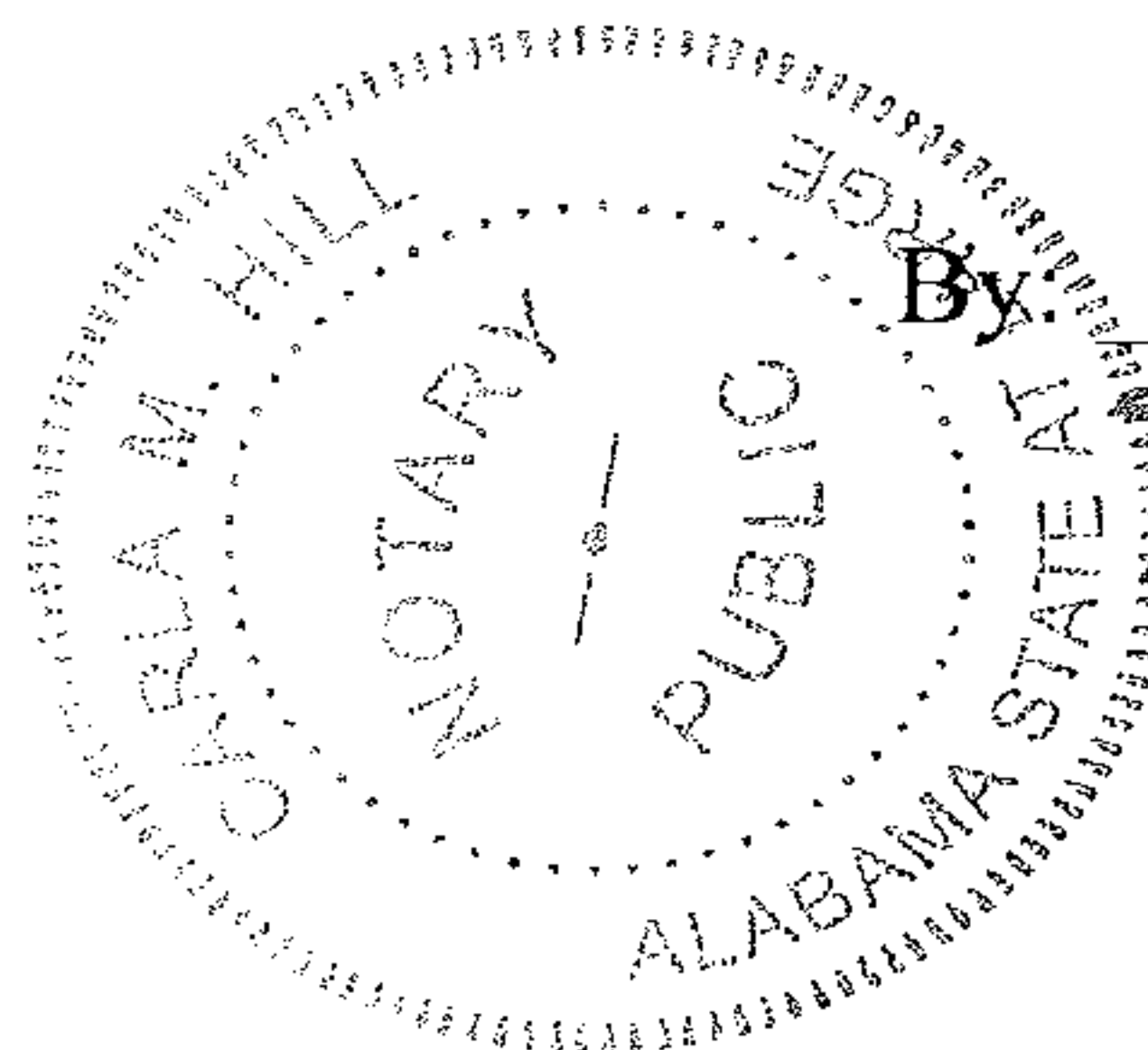
This conveyance is made upon the covenant and condition that no right of action for damages on account  
of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other  
sources of water supply or sewer now or hereafter located upon said real estate, 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,

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 10th day of September, 2018.

SB DEV. CORP.



By J. Daryl Spears  
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. Daryl Spears, 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 10th day of September, 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 10th day of September, 2018.

My Commission Expires: 3/23/19

Carla M. Hill  
Notary Public

**EXHIBIT "A"**

Lot 935, according to the Survey of Riverwoods Eighth Sector Phase II Sector "G", as recorded in Map Book 46, Page 31, 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. Building setback lines, flood area designation, 200-foot river setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector – Phase II Sector "G" recorded in Map Book 46, Page 31 as Instrument No. 20160531000185410 in the Probate Office of Shelby County, Alabama on May 31, 2016.
5. Ten-foot sanitary sewer easement as shown on the plat of Riverwoods Eighth Sector – Phase II Sector "G" recorded in Map Book 46, Page 31 as Instrument No. 20160531000185410 in the Probate Office of Shelby County, Alabama on May 31, 2016.
6. Terms and conditions of Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 2002-07338 (20020212000073381) in the Probate Office of Shelby County, Alabama on February 12, 2002, as corrected in Corrected Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 20061025000526430 in said Probate Office on October 15, 2006, and as amended in Amended and Restated Riverwoods Covenants, Conditions and Restrictions dated September 14, 2007, recorded in Instrument No. 20070917000435160 in said Probate Office on September 17, 2007.
7. Annual and/or other special assessments or charges pertaining to the insured premises, as contained in said Declaration of Covenants, Conditions and Restrictions. No liability is assumed for the payment of maintenance assessments as set forth in said Declaration, which assessments shall be subordinate to the lien of a first mortgage.
8. Bylaws of Riverwoods Association, Inc. recorded in Instrument No. 20020731000345170 in the Probate Office of Shelby County, Alabama on July 31, 2002.
9. Oil, gas and mineral rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715 recorded April 20, 1988, leased by Total Minatome Corporation, successor by merger to CSX Oil and Gas Corporation, to Cabot Oil & Gas Corporation as evidenced by Memorandum of Lease recorded in Real 370, page 923 on October 31, 1991, with a 31 percent interest being further conveyed by Deed of Quitclaim to Westport Oil and Gas Company, Inc. in Instrument No. 2001-20356 recorded on May 21, 2001.
10. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Statutory Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Riverwoods Properties, LLC, an Alabama limited liability company, dated August 24, 2001, recorded in Instrument No. 2001-37300 in the Probate Office of Shelby County, Alabama on August 30, 2001.

11. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated May 31, 2016, recorded in Instrument No. 20160926000350170 in the Probate Office of Shelby County, Alabama on September 26, 2016.
12. Reservation of minerals and mineral rights in favor of SB Dev. Corp.] as set forth in Statutory Warranty Deed from Riverwoods Properties, LLC, an Alabama limited liability company, dated April 14, 2017, recorded as Instrument No. 20170414000126880 in the in the Probate Office of Shelby County, Alabama on April 14, 2017.
13. As to the Cahaba River:
  - (a) Any past or future change in the Cahaba River which forms the Riverwoods Eighth Sector Phase II Sector "G" boundary of the land.
  - (b) Any dispute arising over the location of the old bed.
  - (c) Any variance between the boundary line as originally conveyed and the current boundary thereof as now used or occupied.
  - (d) Rights of the upper or lower riparian owners in and to the free and unobstructed flow of water of said body of water.

**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 C. Stiltner  
Hanna W. Stiltner

Mailing Address 638 Riverwoods Landing  
Helena, AL 35080

Property Address 638 Riverwoods Landing  
Helena, AL 35080

Date of Sale September 10, 2018

Total Purchase Price \$479,900.00  
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).

Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby (Certified by)  
09/11/2018 09:59:50 AM  
\$54.00 DEBBIE  
20180911000326000

Print Joshua L. Hartman

Sign: (Grantor/Grantee/Owner/Agent) circle one

Allie S. Bayl