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

Send Tax Notice To:

Jamie Beagle
Ryan Beagle
605 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 Eight Thousand Two Hundred Fifty-two and no/100
to the undersigned grantor, hand paid by the grantees here these presents, grant, bargain	
	, (herein referred to as Grantees), for and during e death of either of them, then to the survivor of them in fee simple, together with and right of reversion, the following described real estate, situated in Shelby

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

\$326,602.00 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 1st day of August 19 20 SB DEV. CORP. By:

STATE OF ALABAMA) JEFFERSON COUNTY)

T .1 1	1 37 . 73 1 1 1	1 0	
I, the undersigne	ed, a Notary Public in a	and for said County, in sai	d State, hereby certify that
J. Daryl Spears		Authorized Representativ	<del>_</del>
corporation, is signed to the for			
day to be effective on the <u>lst</u>			
of the conveyance, he, as such o			
said corporation.	M. Hilly	day ofAugust	
Given under my hand and	d official seal this Lst.	day ofAugust	, 20 19 .
My Commission Expires: 3/2:	3/23	Es Dala	22/1///
		Notary Public	

My Commission Expires: 3/23/23

Authorized Representative

# Exhibit "A" Property Description

Lot 881, according to the Survey of Riverwoods Eight 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 and assessments for the year 2018 and subsequent years, which are not yet due and payable; (2) Building setback lines, flood area designation and 200-foot river setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector - Phase II Sector "E" recorded in Map Book 46, Page 30 as Instrument No. 20160531000185400 in the Probate Office of Shelby County, Alabama on May 31, 2016; (3) Ten-foot sanitary sewer easement and 15-foot drainage easements as shown on the plat of Riverwoods Eighth Sector - Phase II Sector "E" recorded in Map Book 46, Page 30 as Instrument No. 20160531000185400 in the Probate Office of Shelby County, Alabama on May 31, 2016; (4) 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; (5) 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; (6) Bylaws of Riverwoods Association, Inc. recorded in Instrument No. 20020731000345170 in the Probate Office of Shelby County, Alabama on July 31, 2002; (7) 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; (8) 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; (9) 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; (10) As to the Cahaba River:

- (a) Any past or future change in the Cahaba River which forms the westerly 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		Grantee's Name Mailing Address	Jamie Beagle and Ryan Beagle 11217 Breeze Drive	
	05 Riverwoods Landing  Helena, AL 35080		Date of Sale Total Purchase Price Or Actual Value Or Assessor's Market Value	\$
	ce or actual value claimed ordation of documentary ev			following documentary evidence:
Bill of Sal Sales Con		Appraisal Other:		
Closing Sta	atement			
	e document presented for reform is not required.	ecordation conta	ins all of the requi	ired information referenced above,
		Instructio		
Grantor's name an and their current	·	le the name of th	ne person or person	ns conveying interest to property
Grantee's name and being conveyed.	nd mailing address - provid	le the name of tl	he person or person	ns to whom interest to property is
	- the physical address of the the property was conveyed.		g conveyed, if avai	lable. Date of Sale - the date on
	ice - the total amount paid instrument offered for recor		e of the property, b	oth real and personal, being
conveyed by the i		rd. This may be	<del>-</del> _ <del>-</del>	ooth real and personal, being ppraisal conducted by a licensed
current use valuat	tion, of the property as dete for property tax purposes w	rmined by the le	ocal official charge	of fair market value, excluding ed with the responsibility of se penalized pursuant to Code of
accurate. I further		statements clain		in this document is true and ay result in the imposition of the
Date: August 1, 2019		Joshua L. Hartman	l )	
Unattested		······································	Sign	
File Co.	(verified by)  led and Recorded  fficial Public Records		(Grantor/Grante	ee/Owner/Agent/circle one
Ju Cl Sh 08 S1	idge of Probate, Shelby County Alabama, County lerk felby County, AL 6/02/2019 11:02:02 AM 106.00 CHARITY 190802000278420			Form RT-1

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