

20210920000456460
09/20/2021 01:25:00 PM
DEEDS 1/5

Upon recording return this instrument to:

Benjamin J. Gentry and Connie Gentry
1408 Hudson Avenue
Bessemer, Alabama 35020-8518

This instrument was prepared by:

Michael M. Partain, Esq.
Attorney at Law
Michael M. Partain, LLC
The Kress Building
301 Nineteenth Street, Suite 501
Birmingham, Alabama 35203

Mail tax notice to:

Benjamin J. Gentry and Connie Gentry
1408 Hudson Avenue
Bessemer, Alabama 35020-8518

RECORDING USE ONLY:

The following information is offered in lieu of submitting
an RT-1 Real Estate Sales Validation Form pursuant to
Ala. Code (1975) §40-22-1

**Grantor's Name and Mailing
Address:**

Shelby Investments, LLC
1511 Highway 13
Helena, Alabama 35080

**Grantee's Name and Mailing
Address:**

Benjamin J. Gentry and Connie
Gentry
1408 Hudson Avenue
Bessemer, Alabama 35020-8518

Property Address:

400 Big Pine Drive
Helena, Alabama 35080-7446

Date of Sale:

September 17, 2021

Purchase Price:

\$245,000.00

*Note: A portion of the Purchase
Price was paid by a loan in the
amount of \$692,406.00 secured by a
mortgage recorded simultaneously
herewith.*

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:
☐ Bill of Sale ☐ Sales Contract ☒ Closing Statement ☐ Appraisal ☐ Other

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **Shelby Investments, LLC**, an Alabama limited liability company (hereinafter referred to as the "Grantor"), in hand paid by **Benjamin J. Gentry** and wife, **Connie Gentry**, adult persons (hereinafter referred to as the "Grantees"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantees for and during their joint lives as joint tenants 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, that certain parcel of real estate

situated in Shelby County, Alabama, being more fully described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

TOGETHER WITH all and singular, the rights, tenements, appurtenances, and hereditaments thereunto belonging or in any ways appertaining to the Property unto the Grantees, and its heirs and assigns forever, in fee simple, free and clear of all liens and encumbrances, unless otherwise set forth herein on **EXHIBIT B** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD to the Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And the Grantor does for itself and for its successors and assigns covenants with the Grantees, their heirs and assigns, that the Grantor is lawfully seized in fee simple of the Property; that it is free from all encumbrances, unless otherwise noted above; that the Grantor has a good right to sell and convey the Property as aforesaid; that the Grantor shall and the Grantor's successors and assigns shall warrant and defend the Property to the Grantees, their heirs and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of the 17th day of September, 2021.

Grantor:

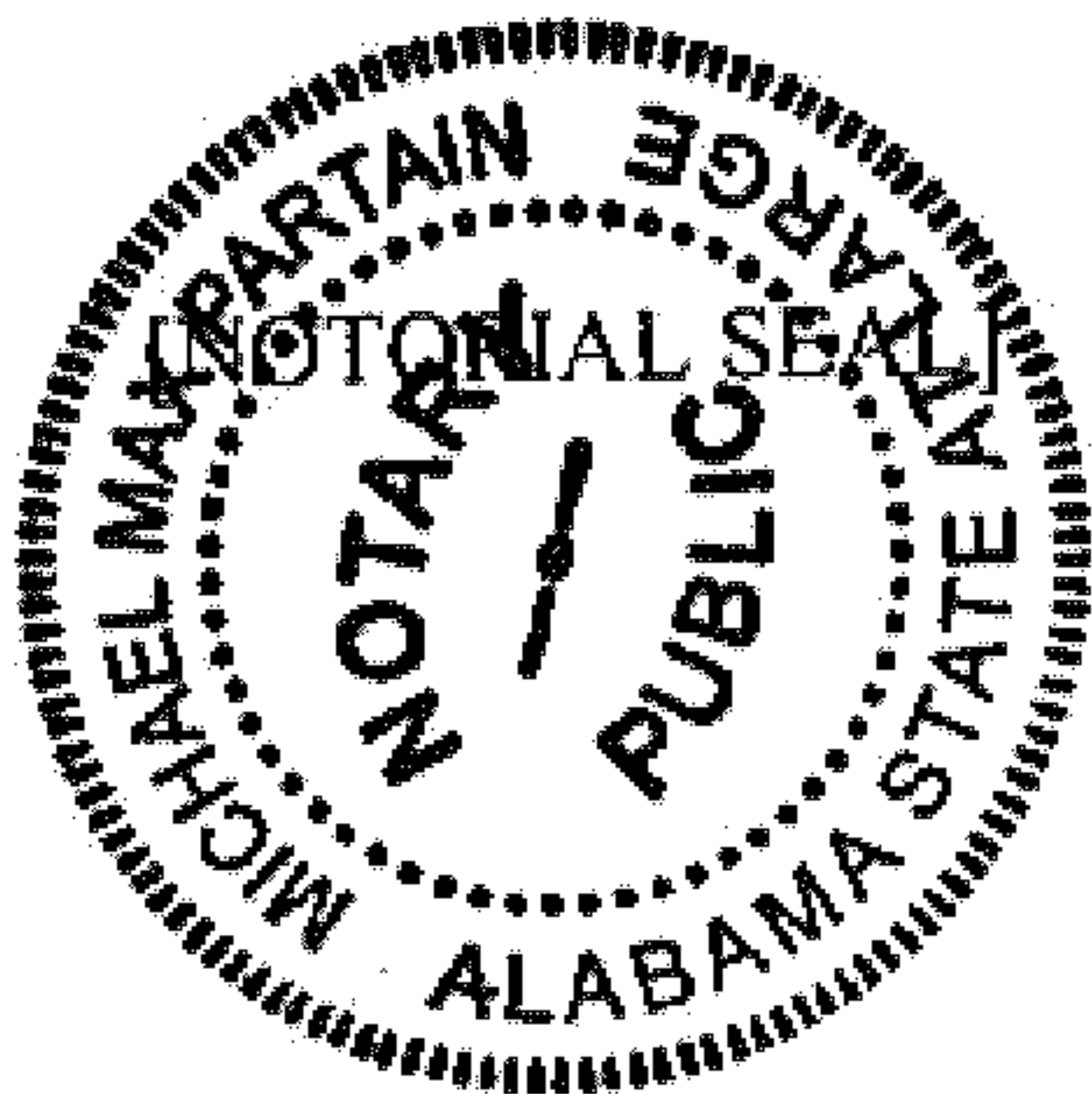
Shelby Investments, LLC

By: [Signature]
Tim Webster
Its: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State and County certify that Tim Webster, whose name as Manager of **Shelby Investments, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument he, in such capacity and with full authority, did execute the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal on this 17th day of September, 2021.



[Signature]
Notary Public
My commission expires: 1-20-2025

EXHIBIT A

Legal Description of the Property

Lot 3, according to the Survey of Parkview Farms as recorded in Map Book 51, Page 84, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Permitted Exceptions

1. Taxes due in the year of 2021, a lien, but not yet payable, until October 1, 2021, and subsequent years.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
4. Building lines, setbacks and easements as shown on that certain Plat Map recorded in Map Book 51, Page 84, in the Probate Office of Shelby County, Alabama.
5. Right of way in favor of Shelby County Alabama recorded in Book 221, Page 410; Book 261, Page 725; and Book 262, Page 351, in said Probate Office.
6. Agreement with Respect to Surface and Subsurface Uses Red and Blue Cross Hatched, Yellow Outline and Yellow Dots between United States Steel Corporation to RGGGS Land & Minerals, Ltd., L.P. recorded in Instrument No. 2004032000148580 and Instrument No. 20040609000311270 and further restricted by agreement recorded in Instrument No. 20161101000399740 in said Probate Office.
7. Agreement to Grant Easements from United States Steel Corporation to RGGGS Land & Minerals, Ltd., L.P. dated February 26, 2004, recorded in Instrument No. 20121205000464910 in said Probate Office.
8. Special Warranty Deed to Minerals from United States Steel Corporation to RGGGS Land & Minerals, Ltd., L.P., recorded in Instrument No. 20040323000148560 and Instrument No. 20040323000148570 and further restricted by agreement recorded in Instrument No. 20161101000399740 in said Probate Office.
9. Subject to an Assignment and Assumption Agreement by and between United States Steel Corporation and Valley Creek Land & Timber, LLC concerning RGGGS Land and Minerals, Ltd., L.P. recorded in Instrument No. 201410150000328270 in said Probate Office.
10. Subject to any public utilities lying within the boundaries of the Property.
11. Subject to the terms, conditions, limitations, rights, privileges, and immunities as set forth in that certain deed recorded in Instrument No. 20140908000281070 in said Probate Office.
12. Subject to a right of way to Shelby County Alabama and quitclaim of old roadway as set forth in Instrument B13966 and as Deed Book 262, Page 351, in said Probate Office.
14. Subject to Coal Seam Gas Lease by and between United States Steel Corporation and GeoMet, Inc.

dated April 9, 2002, as set forth in C&A 8009 and Memorandum of Second Amendment to Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated August 14, 2003, and recorded in Instrument No. 20031010000683160 and Notice of Extension of Coal Seam Gas Lease between GeoMet and United States Steel Corporation dated April 4th, 2013, and recorded in Instrument No. 20130410000147990 Ratification of Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated October 21, 2013, and recorded in Instrument No. 20131105000436370 in said Probate Office.

15. Subject to Declaration of Protective Covenants for Parkview Farms as recorded in Instrument No. 20200929000438540 as amended by Instrument No. 20210827000418120 in said Probate Office.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/20/2021 01:25:00 PM
\$35.00 CHERRY
20210920000456460

Allen S. Bayl