

139,000

20090220000061230 1/3 \$156.00
Shelby Cnty Judge of Probate, AL
02/20/2009 12:47:35PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of **Ten and No/100 Dollars (\$10.00)** and other good and valuable consideration to the undersigned Grantor, in hand paid by the Grantee herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Seaman Timber Company, Inc.**, an Alabama corporation (herein referred to as "Grantor"), grants, bargains, sells and conveys unto **Stonebrier, LLC**, an Alabama limited liability company (herein referred to as "Grantee") the following described real estate, situated in Shelby County, Alabama to wit:

SEE EXHIBIT A LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED BY REFERENCE

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anywise appertaining, and all right, title interest of Grantor in and to any and all roads, alleys and ways bounding said property.

SUBJECT TO AND EXCEPT FOR:

1. Ad valorem taxes and assessments for the current year and subsequent years which are not yet due and payable.
2. Any and all previous reservations or conveyances, if any, of oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith; all recorded encumbrances, if any; all recorded or unrecorded easements, liens, rights-of-way, and other matters of record in the Probate Office of Shelby County, Alabama; any deficiencies in quantity of land, discrepancies as to boundary lines, overlaps, encroachments, and other matters which would be disclosed by a true and accurate survey of the property conveyed herein; and any and all recorded or unrecorded leases affecting said property, if any.
3. To the extent that, after execution and deliver of this Statutory Warranty Deed, it is determined that the Grantor did not hold title to the property conveyed therein as a result of actions taken by the Corporation prior to February 7, 2008, Grantee and its successors and assigns covenant and agree to hold the Grantor harmless from and against any and all claims arising from such pre-February 7, 2008 actions which result in a failure of title in whole or in part with respect to the real estate conveyed in this Statutory Warranty Deed.

TO HAVE AND TO HOLD to the said Grantee, and its successors and assigns, in fee simple forever against the lawful claims of all parties claiming by, through, or under the Grantor.

The Grantor hereby covenants and agrees with the Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the above described real

estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed on this 19th day of December, 2008.

SEAMAN TIMBER COMPANY, INC.

By: [Signature]
R. Shane Boatright
Its President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. Shane Boatright, whose name as Chief Executive Officer of Seaman Timber Company, Inc., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day 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 on the day the same bears date.

Given under my hand and official seal this 19th day of December, 2008.

AFFIX SEAL

[Signature: Barry Scott]
Notary Public
My Commission Expires: 9/10/2011

THIS INSTRUMENT PREPARED BY:

Donald E. Johnson, Esq.
2311 Highland Ave, South, Suite 500
Birmingham, Alabama 35205

SEND TAX NOTICE TO:

Stonebrier, LLC
251 Hwy 25 So
Montevalle AL 35115

EXHIBIT A

RENTAL HOUSE LOCATED AT 105 HWY. ¹³⁹~~39~~ & 2 ACRES (SHELBY COUNTY):

Parcel I

A parcel of land situated in the SE1/4 of the SE1/4 of Section 18, Township 24 North, Range 12 East, more particularly described as follows:

Commence at the Southeast corner of the SE1/4 of the SE1/4 of Section 18 and go North 0 degrees 00 minutes East along the East boundary of said 1/4-1/4 Section 669.75 feet to the point of beginning; thence continue along this line 382.00 feet to the east boundary of Shelby County Highway No. 159; thence South 25 degrees 37 minutes West along this boundary 449.77 feet; thence North 83 degrees 08 minutes East 195.76 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

A parcel of land situated in the SW1/4 of the SW1/4 of Section 17, Township 24 North, Range 12 East, more particularly described as follows:

Beginning at the Southwest corner of Section 17, go North 00 degrees 56 minutes 12 seconds West along the West boundary of said Section for 518.32 feet to the POINT OF BEGINNING; thence continue along previous course for 506.00 feet to the point of intersection of the West boundary of Section 17 and the easterly boundary of Highway No. 139; thence North 89 degrees 03 minutes 48 seconds East for 172.00 feet; thence South 00 degrees 56 minutes 12 seconds East for 506.00 feet; thence South 89 degrees 03 minutes 48 seconds West for 172.00 feet to the point of beginning; being situated in Shelby County, Alabama.

SOURCE OF TITLE: Inst. #20050729000381150

WOODWARD (SHELBY COUNTY):

E1/2 of NW1/4; NW1/4 of NE1/4; NE1/4 of NW ¼ of NW1/4, Section 20; and SE1/4 of SW1/4 and W1/2 of SW1/4 of SW1/4 of Section 17, all in Township 24 North, Range 12 East.

Also, E1/2 of SW1/4 of SW1/4, Section 17, Township 24 North, Range 12 East. LESS AND EXCEPT the right to prospect for, mine, and remove any and all coal, ore, oil, gas and minerals of any and every description in or upon said land.

Situated in Shelby County, Alabama.

Shelby County, AL 02/20/2009
State of Alabama

Deed Tax: \$139.00

SOURCE OF TITLE: Real Book 230 Page 744

[No title search was performed at the request of the Grantor and the Grantee.]