

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden  
PADEN & PADEN, PC  
1813 Third Ave N., Ste 200  
Bessemer, Alabama 35020

JOHN ALLEN BAGGETT  
235 Creek Street  
Montevallo, Alabama 35115

STATE OF ALABAMA

COUNTY OF SHELBY

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP  
STATUTORY WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of FIFTY EIGHT THOUSAND AND 00/100 (\$58,000.00) DOLLARS to the undersigned grantor, **RIVERWOODS PROPERTIES, LLC**, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto **JOHN ALLEN BAGGETT and LOREN M. BAGGETT**, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in **Shelby County, Alabama**, to-wit:

**Lot 776, according to the Final Plat Riverwoods Seventh Sector – Phase II, as recorded in Map Book 36, Page 102, in the Probate Office of Shelby County, Alabama.**

**SUBJECT TO:**

- 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2010 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2011.**
- 2. EASEMENTS AND BUILDING LINE 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.**
- 4. RESTRICTIONS APPEARING OF RECORD IN INST. NO. 2002-7338.**
- 5. RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY RECORDED IN INST. NO. 2004-38; INST. NO. 2004-39 AND INST. NO. 2006-5246.**

\$30,100.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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 and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantees as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantees, and on behalf of their successors and assigns, agrees to accept said real estate in its existing condition, including any existing physical and environmental conditions, and to release Grantor from any and all liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of said real estate.

**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.

IN WITNESS WHEREOF, the said **KENDALL ZETTLER** as **VP OF PZ, INC., MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC**, has hereunto subscribed his name on this the 30th day August of 2011.

  
**RIVERWOODS PROPERTIES, LLC**

**BY: KENDALL ZETTLER, VP OF PZ, INC.**  
**ITS: MANAGING MEMBER**

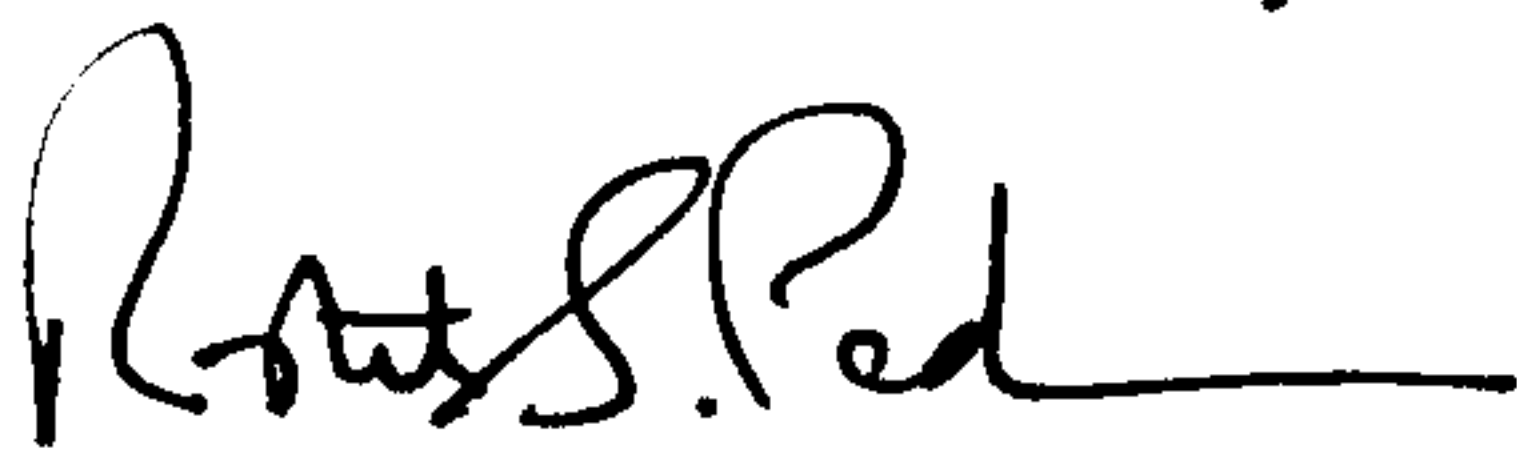
**STATE OF ALABAMA**

**COUNTY OF JEFFERSON**

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENDALL ZETTLER**, whose name as **VP OF PZ, INC., MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC**, 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 company.

Given under my hand this the 30th day August of 2011.



Notary Public

My commission expires: 7.13.14

