This instrument was prepared by: John L. Hartman, III P. O. Box 846 Birmingham, Alabama 35201 Send Tax Notice To:

Jeremy P. Thornton Jennifer Elaine Thornton 309 River Valley Terrace

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

STATE OF ALABAMA)

SHELBY COUNTY )

20130109000011780 1/4 \$50.50

20130109000011780 174 \$50.50 SheIby Cnty Judge of Probate, AL 01/09/2013 10:54:28 AM FILED/CERT

That in consideration of Three Hundred Twenty Seven Thousand Eight Hundred Sixty (\$\_327.860.00 Dollars and No/100----to the undersigned grantor, NSH CORP. d/b/a Signature Homes, an Alabama corporation, (herein referred to as GRANTOR) in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, the said bargain, sell and these grant, convey GRANTOR does by presents, unto Jeremy P. Thornton and Jennifer Elaine Thornton

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:

Shelby County, AL 01/09/2013 State of Alabama Deed Tax: \$29.50

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

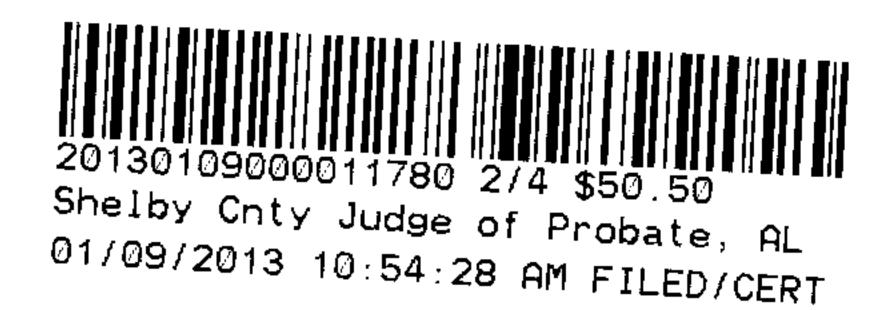
\$298,526.00 of the purchase price recited above is being paid by a mortgage loan closed simultaneously herewith.

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.

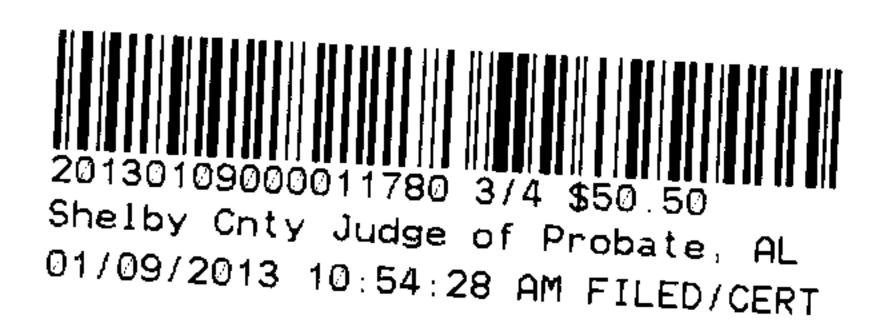
By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against any of the Released Parties for loss or damage on account 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) NSH Corp; (ii) the agents, employees, contractors and subcontractors of NSH Corp.; (iii) the officers, directors, employees, agents, contractors and subcontractors of NSH Corp; (iv) any successors and assigns of NSH 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 GRANTO execute this conveyance, hereto set its signature and second sec	OR, by its Authorized Representative, who is authorized to seal, this the <b>28th</b> day of <b>December</b>
	NSH CORP.
	By:
	Authorized Representative
STATE OF ALABAMA) JEFFERSON COUNTY)	
	n and for said County, in said State, hereby certify the as Authorized Representative of NSH CORP. d/b/
	going conveyance and who is known to me, acknowledge
before me on this day to be effective on the 281	th day of <u>December</u> , 20 12, that, bein
informed of the contents of the conveyance, he, as voluntarily for and as the act of said corporation.	such officer and with full authority, executed the same
Given under my hand and official seal this 28	8th day of <u>December</u> , 20 <u>12</u>
My Commission Expires:	
00/04/2012	Notary Public

00/04/2013



## **EXHIBIT "A"**

Lot 613, according to the Survey of Riverwoods 6<sup>th</sup> Sector, as recorded in Map Book 32, Page 140, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2013 and subsequent years and not yet due and payable; (2) Building lines, easements and restrictions as shown in Map Book 32, Page 140, in the Probate Office of Shelby County, Alabama; (3) Easement to Southern Natural Gas, as recorded in Instrument 2001-54741, in the Probate Office of Shelby County, Alabama; (4) Easement to Riverwoods Properties, as recorded in Instrument 20030814000535930, in the Probate Office of Shelby County, Alabama; (5) Right of way for railroad recorded in DT, 655; Deed Book 11, Page 344; Deed Book 311, Page 301 and Deed Book 311, Page 297, in the Probate Office of Shelby County, Alabama; (6) Restrictions or Covenants appearing of record in Instrument 2002-7338, in the Probate Office of Shelby County, Alabama; (7) Easement to Alabama Power Company, recorded in Instrument 20040102000000380 and Instrument 20040102000000390, in the Probate Office of Shelby County, Alabama; (8) Amended and Restated Riverwoods Covenants, Conditions and Restrictions as recorded in Instrument 20070917000435160, in the Probate Office of Shelby County, Alabama.

## Real Estate Sales Validation Form

## This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	NSH Corp. d/b/a Signature	Homes
Mailing Address	3545 Market Street Hoover, AL 35226	20130109000011780 4/4 \$50.50
Grantee's Name	Jeremy P. Thornton Jennifer Elaine Thornton	20130109000011780 4/4 \$50.50 Shelby Cnty Judge of Probate, AL 01/09/2013 10:54:28 AM FILED/CERT
Mailing Address	309 River Valley Terrace Helena, AL 35080	
Property Address	309 River Valley Terrace Helena, AL 35080	
Date of Sale	December 28, 2012	
Total Purchase Price or Actual Value \$ or Assessor's Market Value	\$327,860.00 \$	
Bill of Sale Sales Contract Closing Statemer	ntA	rerified in the following documentary evidence: (check one) appraisal other  Ill of the required information referenced above, the filing of this form
	Inc	tructions
Grantor's name and mailing address mailing address.		erson or persons conveying interest to property and their current
Grantee's name and mailing address	ss – provide the name of the p	erson or persons to whom interest to property is being conveyed.
Property address – the physical add	lress of the property being co	nveyed, if available.
Date of Sale – the date on which in	terest to the property was cor	veyed.
Total Purchase price – the total among offered for record.	ount paid for the purchase of	the property, both real and personal, being conveyed by the instrumen
1 1 7		the property, both real and personal, being conveyed by the raisal conducted by a licensed appraiser or the assessor's current
•	ocal official charged with the	rent estimate of fair market value, excluding current use valuation, of responsibility of valuing property for property tax purposes will be bama 1975 § 40-22-1 (h).
•		on contained in this document is true and accurate. I further sult in the imposition of the penalty indicated in Code of Alabama
Date December 28, 20	12 P	rint Joh- L. Hartma-III
Unattested (verified		gn (Grantor/Grantee/Owner/Agent) circle one