

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

Send Tax Notice To:
James S. White
Allison White
1016 Brook Drive

Helena, AL 35080
CORPORATION FORM STATUTORY WARRANTY DEED - Jointly for Life with Remainder to Survivor

STATE OF ALABAMA)
SHELBY COUNTY)
That in consideration ofThree Hundred Seventy-seven Thousand Three Hundred Thirty & 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 GRANTOR does by these presents, grant, bargain, sell and convey unto James S. White and Allison White
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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$366,010.00 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, 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.

> 20130514000199090 2/4 \$32.50 Shelby Cnty Judge of Probate, AL

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By:

NSH CORP.

James H. Belcher

Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. Belcher, whose name as Authorized Representative of NSH CORP. d/b/a Signature Homes, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 9th day of May, 20 13, 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.

Given under my hand and official seal this 9th day of May, 20 13

My Commission Expires: 08

08/04/13

Notary Public John L. Hartman, III



EXHIBIT "A"

Lot 5, according to the Survey of Riverwoods Brook Drive, as recorded in Map Book 35, Page 86 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, Restrictions and Easements as shown by recorded map; (3) Easement to Riverwoods Properties recorded in Instrument 20030814000535930 in the Probate Office of Shelby County, Alabama; (4) Amended and Restated Riverwoods Covenants, Conditions and Restrictions as recorded in Instrument 20070917000435160 in the Probate Office of Shelby County, Alabama; (5) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company recorded in Instrument 20050801000383370 in the Probate Office of Shelby County, Alabama.

20130514000199090 3/4 \$32.50 Shelby Cnty Judge of Probate, AL 05/14/2013 11:06:26 AM FILED/CERT

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	e Homes
Mailing Address	3545 Market Street Hoover, AL 35226	
Grantee's Name	James S. White Allison White	20130514000199090 4/4 \$32.50
Mailing Address	1016 Brook Drive Helena, AL 35080	Shelby Cnty Judge of Probate: AL 05/14/2013 11:06:26 AM FILED/CERT
Property Address	1016 Brook Drive Helena, AL 35080	Shelby County, AL 05/14/2013
Date of Sale	May 9, 2013	State of Alabama Deed Tax:\$11.50
Total Purchase Price or Actual Value \$ or Assessor's Market Value	\$377,330.00 \$	
The purchase price or actual value Bill of Sale Sales Contract Closing Stateme		e verified in the following documentary evidence: (check one) Appraisal Other
If the conveyance document presents not required.	nted for recordation contains	s all of the required information referenced above, the filing of this form
		nstructions
		person or persons conveying interest to property and their current
mailing address.		
	ss – provide the name of the	person or persons to whom interest to property is being conveyed.
Grantee's name and mailing addre	dress of the property being	conveyed, if available.
Grantee's name and mailing address Property address – the physical address Date of Sale – the date on which it	dress of the property being on the desired	conveyed, if available.
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