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

James Randy Hubbert

Mindy Hubbert

155 River Oaks Drive

Helena, AL 35080

## <u>CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor</u>

STATE OF ALABAMA)

SHELBY COUNTY )

20140505000132780 1/4 \$421.00 Shelby Cnty Judge of Probate, AL 05/05/2014 11:02:56 AM FILED/CERT

That in consideration of	Three Hundred Nine	ety-seven Thousand	Six Hundred Sixty-two as	nd no/100
			(\$ 397,662.00	_) Dollars
paid by the grantees herei	n, the receipt whereof	is hereby acknowled;	erein referred to as GRANTO ged, the said GRANTOR doe ert and Mindy Hubbert	
			eferred to as Grantees), for a	and during
<del>-</del>			vor of them in fee simple, togescribed real estate, situated	

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

Shelby County, AL 05/05/2014 State of Alabama Deed Tax:\$398.00

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.

NSH CORP.

/James H. Belcher

Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

201405050000132780 2/4 \$421.00 Shelby Cnty Judge of Probate, AL 05/05/2014 11:02:56 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that <a href="James H. Belcher">James H. Belcher</a>, whose name as Authorized Representative of NSH CORP. 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 <a href="25th">25th</a> day of <a href="April">April</a>, 20</a>, 14, 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 25th day of April , 20 14

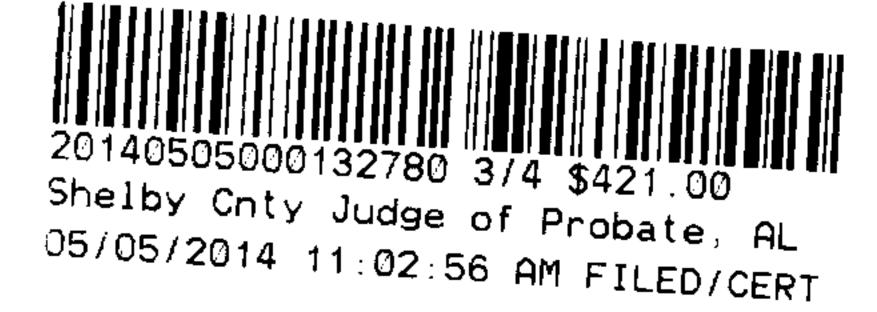
My Commission Expires: 08/04/17

Notary Rublic John L. Hartman, III

## **EXHIBIT "A"**

Lot 742, according to the Final Plat of Riverwoods 7<sup>th</sup> Sector Phase I, as recorded in Map Book 35, Page 69, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2014 and subsequent years and not yet due and payable; (2) 25 food building line on front and rear as shown by recorded map; (3) Restrictions as shown in Map Book 35, page 69; (4) Easement to Southern Natural Gas, as recorded in instrument 2001-54741, in the Probate Office of Shelby County, Alabama; (5) Easement to Southern Natural Gas, as recorded in Instrument 2001-54741, in the Probate Office of Shelby County, Alabama; (6) Easement to Riverwoods Properties, as recorded in Instrument 20030814000535930, in the Probate Office of Shelby County, Alabama; (7) Right of way for railroad, recorded in Book DT, page 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; (8) Restrictions or Covenants appearing of record in Instrument 2002-7338, in the Probate Office of Shelby County, Alabama; (9) Easement to Alabama Power Company recorded in Instrument 20040102000000380, Instrument 20040102000000390, Instrument 20050801000383330, Instrument 20050801000383370, Instrument 20050801000383390 and Instrument 2006020100052460 in the Probate Office of Shelby County, Alabama; (10) Release of Damages as recorded in Instrument Instrument 20100504000135850, 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	•	
Mailing Address	3545 Mark Hoover, A		
Grantee's Name	James Ran Mindy Hul	dy Hubbert bbert	
Mailing Address	155 River Helena, Al	Oaks Drive L 35080	
Property Address	155 River Helena, Al	Oaks Drive L 35080	201405050000132780 4/4 \$421.00 Shelby Cnty Judge of Probab
Date of Sale	April 25, 2	014	Shelby Cnty Judge of Probate, AL 05/05/2014 11:02:56 AM FILED/CERT
Total Purchase Prior Actual Value or Assessor's Mark	\$	00	TLED/CERT
	e or actual value claimed on Bill of Sale Sales Contract Closing Statement	this form can	be verified in the following documentary evidence: (check one)AppraisalOther
If the conveyance is not required.	document presented for reco	rdation contai	ins all of the required information referenced above, the filing of this form
Grantor's name an mailing address.	d mailing address – provide	the name of the	Instructions ne persons conveying interest to property and their current
Grantee's name an	d mailing address – provide	the name of the	he person or persons to whom interest to property is being conveyed.
Property address –	the physical address of the	property being	conveyed, if available.
Date of Sale – the	date on which interest to the	property was	conveyed.
Total Purchase pridoffered for record.	ce – the total amount paid fo	r the purchase	of the property, both real and personal, being conveyed by the instrumen
			e of the property, both real and personal, being conveyed by the appraisal conducted by a licensed appraiser or the assessor's current
the property as dete	ermined by the local official	charged with	current estimate of fair market value, excluding current use valuation, of the responsibility of valuing property for property tax purposes will be Alabama 1975 § 40-22-1 (h).
	false statements claimed or		mation contained in this document is true and accurate. I further by result in the imposition of the penalty indicated in Code of Alabama
Date April 25, 2	2014	Print:	John L. Hartman, III
Unattested	(verified by)	Sign:	(Granter/Grantee/Owner/Agent) circle one