This instrument was prepared by: John L. Hartman, III P. O. Box 846 Birmingham, Alabama 35201 Send Tax Notice To:
Bill W. Speight, Jr.
Jacqueline W. Speight
301 Lakewood Circle
Helena, AL 35080

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

STATE OF ALABAMA)

SHELBY COUNTY)

201501060000005710 1/4 \$123.00

20150106000005710 174 \$123.00 Shelby Cnty Judge of Probate, AL 01/06/2015 11:59:21 AM FILED/CERT

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$284,200.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

Shelby County, AL 01/06/2015 State of Alabama Deed Tax:\$100.00

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.

IN WITNESS WHEREOF, the said GRANTOR, by its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the __29th__day of __December______, 20__14__.

ARY OF DUBLY

NSH CORP.

Robert L. Holman

Authorized Representative

201501060000005710 2/4 \$123.00 Shelby Cnty Judge of Probate, AL 01/06/2015 11:59:21 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert L. Holman _____, 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 __29th day of __December _____, 20_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

29th day of

December

20 14

My Commission Expires:

STATE OF ALABAMA)

JEFFERSON COUNTY)

My Commission Expires March 23, 2015

Notary Public

EXHIBIT "A"

Lot 831, according to the Final Plat of Riverwoods Eigth Sector Phase I, as recorded in Map Book 43, Page 28A& 28B, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2015 and subsequent years and not yet due and payable; (2) Building Lines and Easements as shown by recorded map; (3) Rights set out in Real 112, page 876 and corrected by Real 328, page 1 and as set forth in that certain deferred Interest Agreement recorded in Real Book 247, page 599 and amended by Real Book 247, page 636, in the Probate Office of Shelby County, Alabama; (4) Memorandum of Oil and Gas Lease between Total Minatone Corporation and Cabot Oil & Gas Corporation recorded in Real 370, page 923, in the Probate Office of Shelby County, Alabama; (5) Less and except any portion obtained by or conveyed to Alabama Power Company by and through condemnation proceedings filed in Case No. 27-254 and Case No. 28-57, In the Probate Office of Shelby County, Alabama; (6) Cable right of way easement agreement as set out in Real 323, page 338, in the Probate Office of Shelby County, Alabama: (7) Transmission line permit to Alabama Power Company, recorded in Deed Book 138, page 91, in the Probate Office of Shelby County, Alabama; (8) The rights of upstream and downstream riparian owners with respect to any body of water which it may lie adjacent to, and/or traversing through, subject property; (11) Railroad right of way, recorded in DT page 655; Deed Book 11, page 344 and Deed Book 311, pages 301 and 297, in the Probate Office of Shelby County, Easement granted to Alabama Power Company recorded in Instrument Alabama; (10) 20040629000355340, in the Probate Office of Shelby County, Alabama; (11) Amended and Restated Riverwoods Covenants, Conditions and Restrictions as recorded in Instrument 20070917000435160 in the Probate Office of Shelby County, Alabama; (12) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company recorded in Instrument 20050801000383330 in the Probate Office of Shelby County, Alabama; (12) Restrictions appearing of record in Instrument 20060201000052460 in the Probate Office of Shelby County, Alabama; (13) Restrictions, Covenants, Conditions, Limitations, Mineral and mining rights and rights incident thereto and release of damages recorded in Instrument 20121114000436230 and Instrument 20131202000466080, in the Probate Office of Shelby County, Alabama; (14) Easements and Right of Way granted to Alabama Power Company by instrument recorded in Instrument 20120628000228750 and Instrument 20120628000228760 in the Probate Office of Shelby County, Alabama.

> 201501060000005710 3/4 \$123.00 Shelby Cnty Judge of Probate, AL

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Real Estate Sales Validation Form

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

| Granto | or's Name | NSH Corp. | |
|---|--|--|---|
| Granic | of Sivallic | 14311 Corp. | |
| Mailing Address | | 3545 Market Street Hoover, AL 35226 | |
| Grantee's Name | | Bill W. Speight, Jr. Jacqueline W. Speight | |
| Mailing Address | | 301 Lakewood Circle Helena, AL 35080 | |
| Property Address | | 301 Lakewood Circle Helena, AL 35080 | |
| Date of Sale | | December 29, 2014 | 20150106000005710 4/4 \$123.00 |
| Total Purchase Price or Actual Value \$ | | \$384,200.00 | Shelby Cnty Judge of Probate: AL 01/06/2015 11:59:21 AM FILED/CERT |
| | essor's Market Value | \$ | |
| X If the | | | _Appraisal _Other as all of the required information referenced above, the filing of this form |
| | required. | anted for recordation contain | is an of the required information referenced above, the fining of this form |
| | | | Instructions |
| | or's name and mailing address address. | ess – provide the name of the | e person or persons conveying interest to property and their current |
| Grante | ee's name and mailing addre | ess – provide the name of th | e person or persons to whom interest to property is being conveyed. |
| Proper | ty address – the physical ad | dress of the property being | conveyed, if available. |
| Date o | of Sale – the date on which i | nterest to the property was o | conveyed. |
| | Purchase price — the total and for record. | nount paid for the purchase | of the property, both real and personal, being conveyed by the instrument |
| instrun | | | of the property, both real and personal, being conveyed by the appraisal conducted by a licensed appraiser or the assessor's current |
| the pro | perty as determined by the | local official charged with t | 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). |
| unders | · · | - | nation contained in this document is true and accurate. I further y result in the imposition of the penalty indicated in Code of Alabama |
| Date | December 29, 2014 | | Print: John L. Hartman, III |
| Unatte | sted | Sign: | |
| | (verifie | _ | (Grantor/Grantee/Owner Agent) circle one |