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

Send Tax Notice To:
Chandler Neil Rose
Sara B. Rose
205 West Trestle Way
Helena, AL 35080

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

STATE OF ALABAMA)	
SHELBY COUNTY)	
That in consideration ofFour Hundred Forty-five Thousand Seven Hun	
	-(\$445,710.00) Dollars
to the undersigned grantor, SB DEV. CORP., an Alabama corporation, (herei	in referred to as GRANTOR) in
hand paid by the grantees herein, the receipt whereof is hereby acknowledged	d, the said GRANTOR does by
these presents, grant, bargain, sell and convey untoChandler Neil Rose a	nd Sara B. Rose
, (herein referred	to as Grantees), for and during
their joint lives and upon the death of either of them, then to the survivor of the every contingent remainder and right of reversion, the following described	hem in fee simple, together with
County, Alabama, to-wit:	

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$210,000.00 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,

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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) SB DEV. Corp; (ii) the agents, employees, contractors and subcontractors of SB DEV. Corp.; (iii) the officers, directors, employees, agents, contractors and subcontractors of SB DEV. Corp; (iv) any successors and assigns of SB DEV. 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 <u>20th</u> day of <u>January</u>, 20_16_.

Levi Mixon

Authorized Representative

SB DEV. CORP.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Publicum and for said County, in said State, hereby certify that Levi Mixon ______, whose name as Authorized Representative of SB DEV. 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 __20th day of __January ______, 20__16__, 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 $\frac{20 \, \text{th}}{\text{day of}} \frac{\text{JANUARY}}{\text{Output}}$, 20^{16}

My Commission Expires: 3/23/19

Notary Public Carla M. Hill

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EXHIBIT "A"

Lot 809, according to the Final Plat Sheet 1 of Riverwoods Eighth 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 2016 and subsequent years and not yet due and payable; (2) Building line(s), easement(s) and restriction(s) as shown by recorded map; (3) Title to all mineral within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein; (4) Restrictions appearing of record in Inst. No. 2007-43516 and Inst. No. 2014-9485.

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Real Estate Sales Validation Form

This Dearmont must be filed in accordance with Code of Alabama 1075 Section 10 22 1

inis Doci	iment must be juea in accord	iance with Code of Ala	bama 1975, Section 40	9-22-1
Grantor's Name	SB Dev. Corp.			
Mailing Address	3545 Market Street Hoover, AL 35226			
Grantee's Name	Chandler Neil Rose Sara B. Rose			
Mailing Address	205 West Trestle Way Helena, AL 35080			
Property Address	205 West Trestle Way Helena, AL 35080		Filed and Recorded	
Date of Sale	January 20, 2016		Official Public Records Judge James W. Fuhrmeister, Prob County Clerk Shelby County, AL	oate Judge,
Total Purchase Price or Actual Value \$	\$445,710.00	ARNSI.	01/21/2016 10:49:42 AM \$259.00 CHERRY 20160121000020890	
or Assessor's Market Value	\$	•		
Sales Contrac X Closing States If the conveyance document presis not required.	ment	Other ns all of the required inf	formation referenced al	bove, the filing of this form
Grantor's name and mailing addmailing address.	lress – provide the name of th	Instructions le person or persons con	veying interest to prop	erty and their current
Grantee's name and mailing add	dress – provide the name of the	ne person or persons to v	whom interest to prope	rty 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 price – the total offered for record.	amount paid for the purchase	of the property, both re	al and personal, being	conveyed by the instrumen
Actual value – if the property is instrument offered for record. The market value.		— " +	· · · · · · · · · · · · · · · · · · ·	<u> </u>
If no proof is provided and the value the property as determined by the used and the taxpayer will be per	ne local official charged with	the responsibility of val	uing property for prop	<i>'</i>
I attest, to the best of my knowled understand that any false statem 1975 §40-22-1 (h).	~			
Date January 20, 2016	Print:	Joshua E. Hartman		

Sign:

(verified by)

(Grantor/Grantee/Owner/Agent/circle one

Unattested