## 20160422000132140 04/22/2016 11:14:05 AM DEEDS 1/4

This instrument was prepared by: Joshua L. Hartman P. O. Box 846 Birmingham, Alabama 35201 Send Tax Notice To:
Tracy D. Murphy
Todd G. Murphy
234 West Rrestle 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 of <u>Four Hundred Ten Thousand</u>	
and No/100	(\$ 410,000,00 Dollars
to the undersigned grantor, SB DEV. CORP., an Alabama corporation hand paid by the grantees herein, the receipt whereof is hereby acknowledge these presents, grant, bargain, sell and convey unto <u>Tracy D. Murphy</u>	wledged, the said GRANTOR does by
, (herein re	eferred to as Grantees), for and during
their joint lives and upon the death of either of them, then to the survive every contingent remainder and right of reversion, the following de County, Alabama, to-wit:	vor of them in fee simple, together with

#### SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$389,500.00 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,

#### 20160422000132140 04/22/2016 11:14:05 AM DEEDS 2/4

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 execute this conveyance, hereto set its signature and seal, to 20_16	y its Authorized Representative, who is authorized to this the <u>22nd</u> day of <u>April</u>
	SB DEV. CORP.
	By:
•	Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that <a href="Levi Mixon">Levi Mixon</a>, 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 <a href="22nd">22nd</a> day of <a href="April">April</a>, 20 <a href="16">16</a>, 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 thi

My Commission Expires:

09/15/2016

day of April

Notary Public

20.16

#### 20160422000132140 04/22/2016 11:14:05 AM DEEDS 3/4

#### **EXHIBIT "A"**

Lot 815, 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, Inst. No. 2015-6546, Inst. No. 2015-6541 and restrictions on unrecorded deed to purchaser.

## 20160422000132140 04/22/2016 11:14:05 AM DEEDS 4/4

### Real Estate Sales Validation Form

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

Grantor's Name	SB Dev. Corp.				
Mailing Address	3545 Market Street Hoover, AL 35226				
Grantee's Name	Tracy D. Murphy Todd G. Murphy				
Mailing Address	234 West Trestle Way Helena, AL 35080				
Property Address	234 West Trestle Way Helena, AL 35080		Filed and Recorded		
Date of Sale	April 22, 2016		Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL		
Total Purchase Price or Actual Value \$ or Assessor's Market Value	\$410,000.00		04/22/2016 11:14:05 AM 04/3.50 JESSICA 0160422000132140		
The purchase price or actual value Bill of Sale Sales Contract Closing Statemen	·	oe verified in the foll _Appraisal _Other	owing documentary evidence: (check o	ne)	
If the conveyance document present is not required.	ted for recordation contain	ns all of the required	information referenced above, the filing	g of this form	
		Instructions			
Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.					
Grantee's name and mailing address	s – provide the name of th	ne person or persons	to whom interest to property is being co	onveyed.	
Property address – the physical add	lress of the property being	conveyed, if availab	le.		
Date of Sale – the date on which in	terest to the property was	conveyed.			
Total Purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.					
Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.					
If no proof is provided and the value the property as determined by the least used and the taxpayer will be penal	ocal official charged with	the responsibility of	air market value, excluding current use valuing property for property tax purpo 22-1 (h).	valuation, of ses will be	
I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in <u>Code of Alabama 1975</u> §40-22-1 (h).					
Date April 22, 2016	Print:	Joshua L. Hartman			
Unattested	Sign:				
(verified	by)	(Grantor/Gra	ntee/Owner/Agent) circle one		