20161215000456600 12/15/2016 08:50:46 AM DEEDS 1/4

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

Send Tax Notice To:
Kelly Jo Van Kovering
Ron Alan Van Kovering
565 Riverwoods Landing
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 Fourteen Thousand Eight Hundred</u>
Forty Two and No/100 (\$ 414,842.00) Dollars
o the undersigned grantor, SB DEV. CORP., an Alabama corporation, (herein referred to as GRANTOR) in and paid by the grantees herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by
hese presents, grant, bargain, sell and convey unto <u>Kelly Jo Van Kovering</u> and Ron Alan
Van Kovering , (herein referred to as Grantees), for and during
heir 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.

\$373,358.00 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,

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.

	the said GRANTOR, be its signature and seal,				
		SB DEV.	CORP.		
		By:	**************************************		
		Auth	orized Re	presentative	÷

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in 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 13th day of December ______, 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.

day of December

Notary Public

20 16

Given under my hand and official seal this

My Commission Expires:

09/15/2020

2

20161215000456600 12/15/2016 08:50:46 AM DEEDS 3/4

EXHIBIT "A"

Lot 893, according to the Survey of Final Plat of Riverwoods Eighth Sector Phase II Sector "C", as recorded in Map Book 46, Page 3, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2017 and subsequent years and not yet due and payable; (2) Easement(s), building line(s) and restriction(s) as shown on recorded map; (3) Title to all minerals 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; (5) Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8455 and Inst. No. 2015-32407.



Grantor's Name

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/15/2016 08:50:46 AM
\$65.50 JESSICA
20161215000456600

SB Dev. Corp.

Jung 3

20161215000456600 12/15/2016 08:50:46 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

Mailing Address	3545 Market Stro Hoover, AL 352						
Grantee's Name		Kelly Jo Van Kovering Ron Alan Van Kovering					
Mailing Address		565 Riverwoods Ldg Helena, AL 35080					
Property Address		565 Riverwoods Ldg Helena, AL 35080					
Date of Sale	December 13, 20	December 13, 2016					
Total Purchase Price or Actual Value	\$414,842.00 \$	\$414,842.00					
or Assessor's Market V	•						
Bill o Sales	ctual value claimed on this for Sale Contract ng Statement	form can be verified in the following documentary evidence: (check one)AppraisalOther					
If the conveyance documents is not required.	nent presented for recordatio	ion contains all of the required information referenced above, the filing of this form					
		Instructions					
Grantor's name and ma mailing address.	iling address – provide the na	name of the person or persons conveying interest to property and their current					
Grantee's name and ma	iling address – provide the na	name of the person or persons to whom interest to property is being conveyed.					
Property address – the p	hysical address of the proper	erty being conveyed, if available.					
Date of Sale – the date	on which interest to the prope	perty was conveyed.					
Total Purchase price – to offered for record.	he total amount paid for the p	purchase of the property, both real and personal, being conveyed by the instrument					
	——————————————————————————————————————	true value of the property, both real and personal, being conveyed by the ced by an appraisal conducted by a licensed appraiser or the assessor's current					
the property as determin	ned by the local official charg	mined, the current estimate of fair market value, excluding current use valuation, of rged with the responsibility of valuing property for property tax purposes will be Code of Alabama 1975 § 40-22-1 (h).					
•		the information contained in this document is true and accurate. I further s form may result in the imposition of the penalty indicated in Code of Alabama					
Date December 13,	2016	Print: Joshua L. Hartman					
Unattested		Sign:					
	(verified by)	(Grantor/Grantee/Owner/Agent) circle one					