

**Upon recording return this instrument to:**


Mr. and Mrs. Kyle L. Godwin  
1513 Cypress Cove Circle  
Birmingham, Alabama 35244

**This instrument was prepared by:**

Tim Webster  
2464 Glasscott Point  
Hoover, Alabama 35226

**Mail tax notice to:**

Mr. and Mrs. Kyle L. Godwin  
1513 Cypress Cove Circle  
Birmingham, Alabama 35244

  
20170620000218590 1/5 \$47.00  
Shelby Cnty Judge of Probate, AL  
06/20/2017 09:21:06 AM FILED/CERT

**STATE OF ALABAMA        )**  
**COUNTY OF SHELBY        )**

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, THAT, **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company, ("Grantor"), for and in consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) cash in hand paid by **KYLE L. GODWIN**, and wife **TINA M. GODWIN**, adult persons ("Grantees"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does by these presents, grant, bargain, sell, and convey unto Grantees for and during their joint lives as joint tenants 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 real property situated in the County of Shelby, State of Alabama, as more particularly described on **EXHIBIT A** attached hereto and made a part hereof, including any improvements located thereon (the "Property").

**TO HAVE AND TO HOLD** to the Grantees for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

Grantor does hereby covenant with the Grantees, their heirs and assigns, that the Grantor is lawfully seized in fee simple of the Property and has a good right to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same to the Grantees, their heirs and assigns forever, against the lawful claims of all persons and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances set forth in **EXHIBIT B** attached hereto and made a part hereof, against which Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)

Shelby County, AL 06/20/2017  
State of Alabama  
Deed Tax: \$20.00

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on this the 16<sup>th</sup> day of June, 2017.

SHELBY INVESTMENTS, LLC, a Georgia  
limited liability company

By: [Signature]  
Print Name: Tim Webster  
Title: Manager

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON    )


I, the undersigned, a Notary Public in and for the State and County certify that Tim Webster, whose name as Manager of Shelby Investments, LLC, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument he, in such capacity and with full authority, did execute the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal on this 16<sup>th</sup> day of June, 2017.

{NOTORIAL SEAL}

[Signature]  
Notary Public

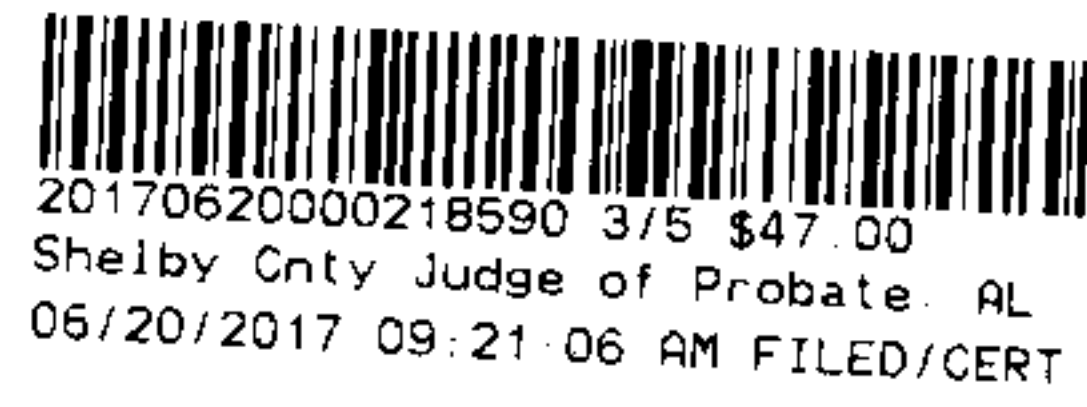
My commission expires: 1-31-2021

  
20170620000218590 2/5 \$47.00  
Shelby Cnty Judge of Probate, AL  
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## EXHIBIT A

### Legal Description of Property


Lot 1, according to Gamble's Survey, as recorded in Map Book 37, Page 144, in the Office of the Judge of Probate of Shelby County, Alabama.



## **EXHIBIT B**

### **Permitted Encumbrances**

1. Taxes due in the year of 2017, a lien, but not yet payable, until October 1, 2017, and subsequent years.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
4. Subject to rights of other parties, the United States of America and the State of Alabama in and to all artificially filled lands or lands lying below the ordinary high water mark within the boundary of any creek, stream or river, together with littoral or riparian rights affecting the same over the Property.
5. Subject to any rights of lessees to enter the premises, for the exploration, extraction and mining of any minerals, oils or gases by virtue of existing lease agreements set forth in attached hereto and in accordance with the terms of such existing lease agreements.
6. Lack of right of access for purposes of ingress and egress to and from the individual tracts or parcels.
7. All matters affecting the Property recorded in the Probate Office of Shelby County, Alabama.
8. Restrictions, conditions and easements as set forth in Map Book 37, Page 144, in said Probate Office.
9. Subject to a non-exclusive 60 foot easement for ingress and egress as set forth in Instrument #20060103000001700 recorded in said Probate Office.
10. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities as set forth in deed recorded in Instrument #20060103000001700 in said Probate Office.
11. Water Pipeline Easement and Maintenance Agreement recorded in Instrument #20140721000221930 in said Probate Office.

  
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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*

Grantor's Name Shelby Investments, LLC  
Mailing Address 2464 Glasscott Point  
Hoover, AL 35226

Grantee's Name Mr. and Mrs. Kyle L. Godwin  
Mailing Address 1513 Cypress Cove Circle  
Birmingham, Alabama 35244

Property Address See Exhibit A of Deed attached hereto.

Date of Sale June 19, 2017


Total Purchase Price \$ 20,000.00

or

Actual Value \$

or

Assessor's Market Value \$

  
20170620000218590 5/5 \$47.00  
Shelby Cnty Judge of Probate, AL  
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The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement |                                    |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

### 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 - provide the name of the 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 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 must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

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 Code of Alabama 1975 § 40-22-1 (h).

Date 6-16-17

Print Tim Webster

☒ Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

**Print Form**

**Form RT-1**