

Note: This deed is prepared with information provided by the parties of this deed without the benefit of a title examination or a title opinion.

**Mail Tax Notice To:**


Harold Wright  
1380 River Road  
Helena, Alabama 35080

**This instrument was prepared by:**

William Cunningham Jr.  
Attorney at Law  
2233 2<sup>nd</sup> Avenue North  
Birmingham, Alabama 35203

**Upon recording this instrument  
should be returned to:**

Harold Wright  
1380 River Road  
Helena, Alabama 35080

  
20170620000218600 1/5 \$30.50  
Shelby Cnty Judge of Probate, AL  
06/20/2017 09:21:07 AM FILED/CERT

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

**GENERAL WARRANTY DEED JOINT WITH RIGHT OF SURVIVORSHIP**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to **Shelby Investments, LLC, a Georgia limited liability company** (collectively, the "Grantor"), in hand paid by **Donna G. Wright and Harold D. Wright** (collectively, the "Grantees"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto 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, together with every contingent remainder and right of reversion, that certain parcel of real estate, MINERALS AND MINING RIGHTS EXCEPTED, situated in Shelby County, Alabama, being more fully described on **EXHIBIT A** attached hereto and incorporated herein by this reference (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 Grantors shall not defend.

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

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IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the 20<sup>th</sup> day of June, 2017.

Grantor:

**SHELBY INVESTMENTS, LLC**

By: [Signature]

Its: Manager


STATE OF ALABAMA       )  
COUNTY OF SHELBY     )

I, the undersigned, a Notary Public in and for said County in said State, hereby 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 the instrument he executed the same voluntarily as the act of said limited liability company.

Given under my hand and official seal this 20<sup>th</sup> day of June, 2017.

{NOTORIAL SEAL}

[Signature]  
Notary Public  
My commission expires: 1-31-2021

  
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## **EXHIBIT A**

### **Legal Description**

Begin at the Southeast corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 21 South, Range 5 West, thence run North along the East  $\frac{1}{4}$ ,  $\frac{1}{4}$  Section line 180 feet more or less to the intersection of the North line of an existing creek bank or drainage ditch, thence turn left and run in a Southwesterly direction along the meanderings of North line of the creek bank to the intersection of the East bank of Shades Creek, thence turn left and run southerly along the East bank of Shades Creek to the intersection of the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, thence turn left and run East along the South line of said  $\frac{1}{4}$ ,  $\frac{1}{4}$  Section to the point of beginning, situated in Shelby County, Alabama.




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## **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. Easements, restrictions, and rights of way of record.
7. All matters affecting the Property recorded in the Probate Office of Shelby County, Alabama.
8. Lack of access for purposes of ingress and egress to and from subject property.

  
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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	Grantee's Name	Harold Wright
Mailing Address	2464 Glasscott Point Hoover, Alabama 35226	Mailing Address	1380 River Road Helena, Alabama 35080
Property Address	Off River Road Vacant	Date of Sale	
		Total Purchase Price \$	
		or	
		Value	\$ 3,500.00
		or	
		Assessor's Market Value \$	

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 checked="" type="checkbox"/> Other Gift to access Shades Creek |
| <input 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	<u>6-16-17</u>	Print	<u>Michael M. Patton</u>
Unattested		Sign	<u>[Signature]</u>
	(verified by)		(Grantor/Grantee/Owner/Agent) Circle one

Print Form

Form RT-1



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