20180226000060770 02/26/2018 03:58:32 PM DEEDS 1/4

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

Send Tax Notice To:
Eric Martin
Heather Martin
606 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 ofFour Hundred Sixty-two Thousand Five Hundred Nineteen and no/100
to the undersigned grantor, SB DEV. CORP., an Alabama corporation, (herein referred to as GRANTOR) in nand 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>Eric Martin and Heather Martin</u>
, (herein referred to as Grantees), for and during
their 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.

\$439,393.00 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,

20180226000060770 02/26/2018 03:58:32 PM 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 its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the <u>26th</u> day of <u>February</u>, 20_18

SB DEV. CORP.

v: Mall

Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that <u>J. Daniel Garrett</u>, 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 <u>26th</u> day of <u>February</u>, 20 18, 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

day of

February

20 18

My Commission Expires: 3/23/19

Notary Public

20180226000060770 02/26/2018 03:58:32 PM DEEDS 3/4

EXHIBIT "A"

Lot 875, according to the Survey of Riverwoods Eighth Sector Phase II Sector "E", as recorded in Map Book 46, Page 30, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2018 and subsequent years, a lien 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 and restrictions on unrecorded deed to purchaser; and (5) Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Inst. No. 2015-32407.

20180226000060770 02/26/2018 03:58:32 PM 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	Eric Martin Heather Martin				
Mailing Address	606 Riverwoods Landing Helena, AL 35080				
Property Address	606 Riverwoods Landing Helena, AL 35080		Sellin Color	Filed and Recorded Official Public Records Judge James W. Fuhrmeister, F County Clerk Shelby County, AL	Probate Judge,
Date of Sale	February 26, 2018		LAHNS	02/26/2018 03:58:32 PM \$47.50 CHERRY 20180226000060770	Jungan Be
Total Purchase Price or Actual Value \$	\$462,519.00				
or Assessor's Market Value	\$				
The purchase price or actual value Bill of Sale Sales Contract Closing Statemen		e verified Apprais Other	_	documentary evidence	: (check one)
If the conveyance document preser is not required.	nted for recordation contains	s all of tl	ne required inform	nation referenced above	e, the filing of this form
Grantor's name and mailing address mailing address.		nstructio person		ing interest to property	and their current
Grantee's name and mailing address	ss – provide the name of the	person	or persons to who	m interest to property i	is being conveyed.
Property address – the physical add	dress of the property being o	conveyed	l, if available.		
Date of Sale – the date on which in	terest to the property was co	onveyed	•		
Total Purchase price – the total am offered for record.	ount paid for the purchase of	of the pro	perty, both real a	nd personal, being con	veyed by the instrument
Actual value – if the property is no instrument offered for record. This market value.	9	*	*	•	
If no proof is provided and the value the property as determined by the lused and the taxpayer will be penal	ocal official charged with th	ne respon	nsibility of valuing	g property for property	
I attest, to the best of my knowledge understand that any false statement 1975 §40-22-1 (h).					
Date February 26, 2018		Print:	Joshna L. Hartm	an	
Unattested (verified	Sign:	(Grante	Grantee/Owner/	Agent) circle one	*****