

THIS INSTRUMENT PREPARED BY:

F. Wayne Keith
Law Offices of F. Wayne Keith PC
120 Bishop Circle
Pelham, Alabama 35124

Shelby County, AL 03/13/2018
State of Alabama
Deed Tax: \$250.00

_____[Space Above This Line For Recording Data]_____

WARRANTY DEED

Joint tenants with right of survivorship

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Two Hundred, Fifty Thousand and no/100's Dollars (\$250,000.00)** to the undersigned,

Smith Commercial Investments, LLC, an Alabama limited liability company

hereinafter referred to as grantor, in hand paid by the grantees herein, the receipt whereof is hereby acknowledged the said grantors grant, bargain, sell and convey unto

John Bessant, III and Kristi Allison Bessant

hereinafter referred to as grantees as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 10B, according to the Amended Survey of Red Oak Farms Resurvey 3, as recorded in Map Book 48, Page 57 in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

- 1. Taxes due in the year of 2018, a lien, but not yet payable, until October 1, 2018**
- 2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the closing date of March 7, 2018 but prior to the date the proposed grantee and his lender acquires for value of record the estate or interest or mortgage on the above described property.**
- 3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 4. Rights or claims of parties in possession not shown by the public records.**
- 5. Any facts, rights, interest, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the land or that may be asserted by persons in possession of the land.**
- 6. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.**
- 8. 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 subject property.**
- 9. A 30 foot ingress, egress and utility easement as shown by record plat.**


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Shelby Cnty Judge of Probate, AL
03/13/2018 09:25:30 AM FILED/CERT

10. Less and except any part of the subject property located within the boundary of the Cahaba River.
11. Rights of others in and to the use of the Cahaba River.
12. Lease agreement between United States Steel Corporation and GeoMet, Inc. as evidenced by Memorandum of Lease recorded in Instrument #2002-29918 and modified by First Amendment recorded in Instrument #2003-21835 and instrument #2003-21834; Second Amendment recorded in Instrument #2003-68315 and Instrument #2003-68316; Unrecorded Third Amendment; Fourth Amendment recorded in Instrument #2005-26637 and Instrument #2005-26638; as assigned to Saga Resource Partners, LLC in Instrument #2013-25766.
13. Right of way in favor of Alabama Power Company dated 2/28/2005 and referred to in document B-16428.
14. Subject to Right of Way from United States Steel Corporation to Colonial Pipeline Company dated 7/20/ 1962 recorded in Deed 221, page 826; as amended by contract between United States Steel Corporation and Colonial Pipeline Company dated June 20, 1972 and recorded in Deed Book 276, Page 344; further amended by contract between United States Steel Corporation and Colonial Pipeline Company for the construction of a solar cathodic protection unit and facilities as set forth in C&A6479C and recorded in Real Book 50, Page 151; and last amended by First Amendment to Agreements for Right of Ways by and among United States Steel Corporation, RGGS Land & Minerals, Ltd. L.P., and Colonial Pipeline Company dated May 10, 2012 and recorded in Instrument #2012-16769.
15. Agreement With Respect to Surface and Subsurface Uses Green between United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as #20040323000148600 and First Amendment recorded in #2005-4402.
16. Subject to terms, rights and conditions of that certain instrument from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as Instrument #2004-31127.
17. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910.
18. Special Warranty Deed to Minerals from United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148570 and #2004-14857.
19. Subject to an Assignment and Assumption Agreement by and between United States Steel Corporation and Valley Creek Land & Timber, LLC concerning RGGS Land and Minerals, Ltd., L.P., a Delaware limited liability partnership recorded in Instrument 2014-32827.
20. Subject to Coal Seam Gas Lease by and between United States Steel Corporation and GeoMet, Inc. dated April 9, 2002 as set forth in C&A 8009 and Memorandum of Second Amendment to Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated August 14, 2003 and recorded in Instrument #20031010000683160 and Notice of Extension of Coal Seam Gas Lease between GeoMet and United States Steel Corporation dated April 4th, 2013 and recorded in Instrument#2013041000147990 Ratification of Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated October 21, 2013 and recorded in Instrument #2013-43637.
21. Subject to any portion of the insured premises used as a cemetery or burial site and the statutory right of access to the same, if existing at all within the boundaries of said premises.
22. Declaration of Restrictive Covenants as set forth in Instrument #2015-43808 and Instrument #2015-29663.
23. Terms, conditions and limitations set forth in deed recorded in Instrument 2015-29011.
24. Subject to the terms, conditions, restrictions, easements and limitations as set forth in Map Book 45, Page 95 and Map Book 47 Page 32 in the Office of the Judge of Probate of Shelby County, Alabama.
25. Access for purposes of ingress and egress to and from subject property is limited by way of an easement as set forth in Map Book 45, Page 95 and Map Book 47 Page 32 in the Office of the Judge of Probate of Shelby County, Alabama.
26. Subject to a right of way in favor of Alabama Power Company recorded in Instrument 2017-5075, Instrument 2017-5072 and Instrument 2016-35022.
27. Subject to a right of way in favor of Bellsouth Telecommunications LLC recorded in Instrument 2017-5220, Instrument 2017-5221, Instrument 2017-5223, Instrument 2017-5224. Instrument 2017-5225, Instrument 2017-5226 and Instrument 2017-5227.



20180313000080300 2/5 \$277.00
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03/13/2018 09:25:30 AM FILED/CERT

28. Subject to a Cathodic Protection Easement to Colonial Pipeline Company recorded in Instrument 2016-30879.

29. Agreement by and between Alabama Power Company and Colonial Pipeline Company dated 12/14/2016 recorded in Instrument 2016-46672.

30. Terms, conditions, rights, rights of others, set forth in deed from Kimberly Clark Corporation to Kimberly Clark Worldwide Inc. recorded at Instrument #1997-02004 other than the timber rights as set forth therein.

31. Terms conditions, limitations, reservations, exclusions, rights and all other obligations or reservations set forth in deed from Alliance Forest Products U.S. Corp. f/k/a U S Alliance Coosa Pines Corporation to Cahaba Forests, LLC, recorded at Instrument #2000-4451 and corrected at Instrument #2001-21744 other than the timber rights as set forth therein.

32. Mineral rights reservation set forth in deed from U. S. Alliance Coosa Pines to Cahaba Forests, LLC recorded at Instrument #2000-4451 and corrected at Instrument #2001-21744.

33. Terms conditions, limitations, reservations, exclusions, rights and all other obligations or reservations set forth in deed from Cahaba Forests, LLC, to Shelby Investments, LLC recorded in Instrument #2008-46626, which timber rights have expired under the terms set forth therein.

All of the above consideration is paid by a Purchase Money Mortgage filed simultaneously herewith.

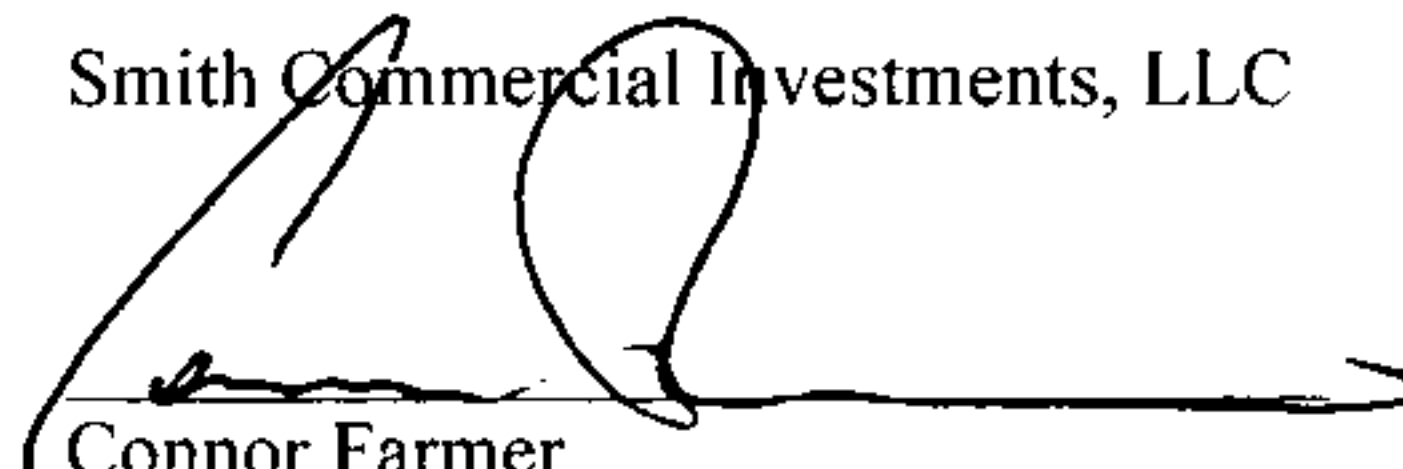
TO HAVE AND TO HOLD, to the said grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one or more grantees 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 grantor does for itself and for it's successors and assigns covenant with the said grantees, their heirs, successors and assigns, that the grantor is lawfully seized in fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that the grantor has a good right to sell and convey the same as aforesaid; that the grantor will and its successors and assigns shall warrant and defend the same to the said grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the grantor has hereunto set my hand and seal, this the 7th day of May, 2018.

ATTEST::

Smith Commercial Investments, LLC


Connor Farmer
Its Manager

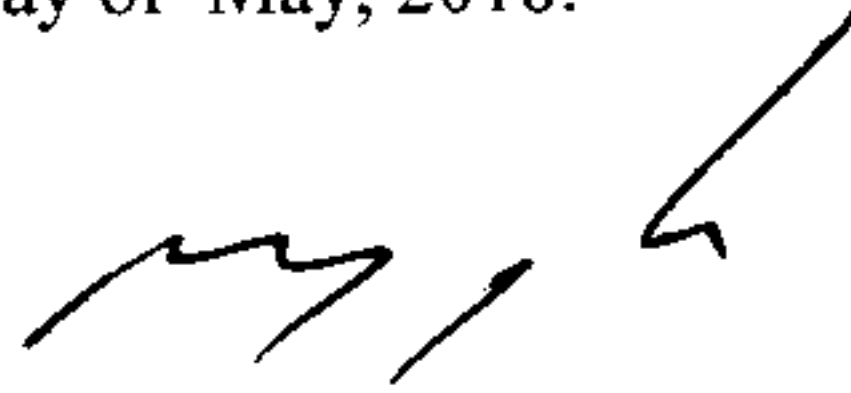


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STATE OF ALABAMA
SHELBY COUNTY

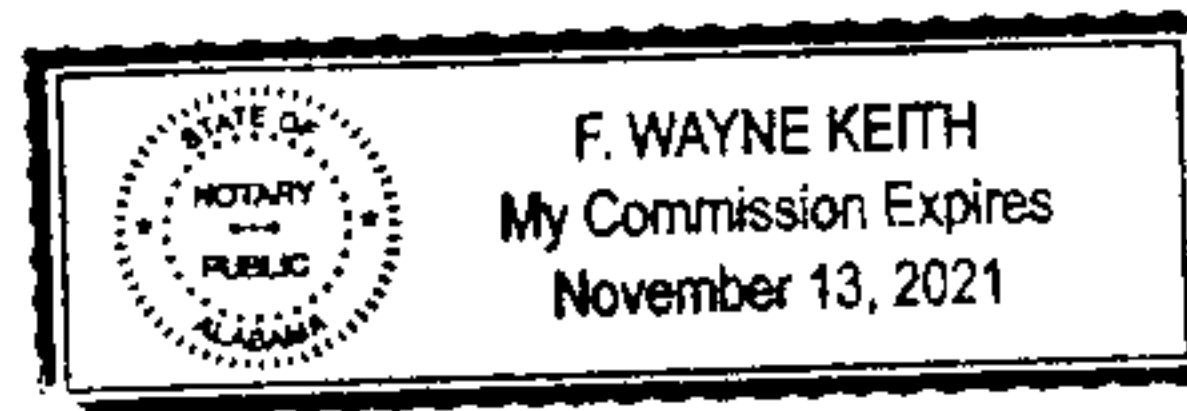
I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Connor Farmer, whose name as Manager of Smith Commercial Investments, LLC is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance, he, as such Manager executed the same voluntarily and as the act of Smith Commercial Investments, LLC on the day the same bears date.

Given under my hand and seal this the 7th day of May, 2018.



Notary Public

SEND TAX NOTICE TO:
John Bessant III
304 River Valley Terrace
Helena, Alabama 35080



20180313000080300 4/5 \$277.00
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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

Grantors' Name: Smith Commercial Investments, LLC

Mailing Address : 120 Bishop Circle
Pelham, AL 35124

Grantee's Name: John Bessant, III
Kristi Allison Bessant

Mailing Address: 304 River Valley Terrace
Helena, AL 35080

Property Address: See legal description on Deed

Date of Transfer: March 7, 2018

Total Purchase Price \$250,000.00

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)

	Bill of Sale	Appraisal
x	Sales Contract	Other
x	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.

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: March 7, 2018

x

Sign

verified by closing agent
F. Wayne Keith Attorney

RT-1



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