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

Send Tax Notice To: Steven Vaughn Sasser Jessica Jackson Sasser 705 Magruders Bluff 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 Seventy One Thousand no/100</u>   |  |
| to the undersigned grantor, SB DEV. CORP., an Alabama corp hand paid by the grantees herein, the receipt whereof is hereby these presents, grant, bargain, sell and convey untoSteven  | acknowledged, the said GRANTOR does by   |
| Jessica Jackson Sasser, (he their joint lives and upon the death of either of them, then to the every contingent remainder and right of reversion, the follow County, Alabama, to-wit: | erein referred to as Grantees), for and during survivor of them in fee simple, together with ing described real estate, situated in Shelby |
|  |  |

### SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$424,332.00 of the purchase price recited above has been 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,

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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 13th day of March 20\_18\_\_\_\_.

WILLIAM STATE AT LITTER

10/31/2021

SB DEV. CORP.

Authorized Representative

Mullandt

STATE OF ALABAMA)
JEFFERSON COUNTY)

My Commission Expires:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daniel Garret \_\_\_\_\_\_, 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 \_\_\_\_\_\_\_, 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 seal this 13th day of March, 2018

Notary Public

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#### EXHIBIT "A"

Lot 889, according to the Survey of Riverwoods Eighth Sector Phase II Sector "D", as recorded in Map Book 46, Page 16, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes and assessments for the year 2018 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; 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.

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#### Real Estate Sales Validation Form

| This Docum  | ent must be filed in accor                     | rdance with Code   | of Alabama 1975, Section 40-22-1  | -                   |
|---|--|--|---|---------------------|
| Grantor's Name  | SB Dev. Corp.                                  |  |   |                     |
| Mailing Address   | 3545 Market Street<br>Hoover, AL 35226         |  |   | -                   |
| Grantee's Name  | Steven Vaughn Sasser<br>Jessica Jackson Sasser |  |   |                     |
| Mailing Address   | 705 Magruders Bluff<br>Helena, AL 35080        |  |   |                     |
| Property Address  | 705 Magruders Bluff<br>Helena, AL 35080        | Filed and Recorded   |   |                     |
| Date of Sale  | March 13, 2018                                 | Official Public Records Judge James W. Fuhrmeister, Probate Judge, County Clerk Shelby County, AL  |   |                     |
| Total Purchase Price or Actual Value \$   | \$471,480.00                                   | ABANA  | 03/14/2018 03:50:39 PM<br>S71.50 CHERRY<br>20180314000082800                                      | و ا                 |
| or Assessor's Market Value  | \$   |  |   |                     |
| The purchase price or actual value Bill of Sale Sales Contract Closing Statemen |  | be verified in the subsection be seen to be seen the seen | following documentary evidence: (che  | ck one)             |
| If the conveyance document preser is not required.                              | ited for recordation conta                     | ins all of the requi   | red information referenced above, the   | filing of this form |
| Grantor's name and mailing address mailing address.                             | ss – provide the name of t                     | Instructions the person or perso   | ns conveying interest to property and t   | heir current        |
| Grantee's name and mailing address  | ss – provide the name of t                     | the person or perso  | ns to whom interest to property is bein   | ig conveyed.        |
| Property address – the physical add   | lress of the property being                    | g conveyed, if avai  | lable.  | •                   |
| Date of Sale – the date on which in   | terest to the property was                     | s conveyed.  |   |                     |
| Total Purchase price – the total among the for record.                          | ount paid for the purchase                     | e of the property, b   | oth real and personal, being conveyed   | by the instrument   |
|   |  |  | ooth real and personal, being conveyed<br>ed by a licensed appraiser or the assess                |                     |
|   | ocal official charged with                     | the responsibility   | of fair market value, excluding current<br>of valuing property for property tax pu<br>0-22-1 (h). | -                   |
| <del>-</del>  |  |  | n this document is true and accurate. I osition of the penalty indicated in Cod                   |                     |
| Date March 13, 2018   | Print:   | Jøshua L. Hartn  | an .  |                     |
| Unattested  | Sign:  | The same of the sa |   |                     |
| (verified   | by)  | (Grantor/Grante  | e/Owner/Agent) circle one   |                     |