

20180710000245220

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

07/10/2018 03:22:43 PM
DEEDS 1/3

Send Tax Notice to:
Nicholas Mustafa
Hekmat Mustafa
2220 Black Creek Crossing
Hoover, AL 35244

CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor

STATE OF ALABAMA)
SHELBY COUNTY)

That in consideration of Three Hundred Eighty Five Thousand Three
Hundred Sixty Two and No/100----- (\$ 385,362.00)

Dollars to the undersigned grantor, **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, (herein referred to as GRANTOR) in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Nicholas Mustafa and Hekmat Mustafa,
(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.

\$308,200.00 of the purchase price recited above is being 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.

IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, SB Holding Corp., by its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the 10th day of July, 20 18.

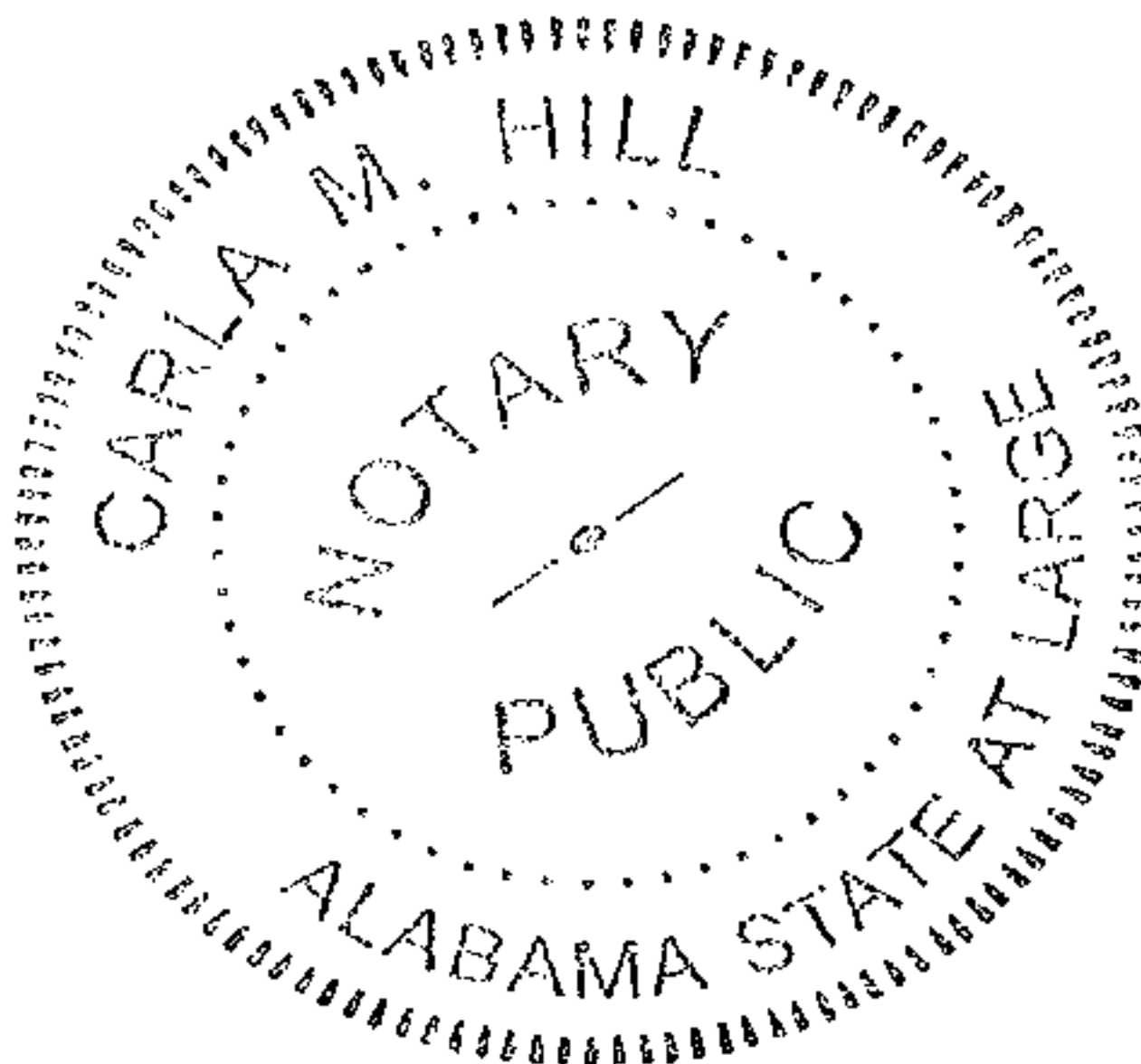
LAKE WILBORN PARTNERS, LLC

By: SB HOLDING CORP.

Its: Managing Member

By:

Its: Authorized Representative



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daniel Garrett, whose name as Authorized Representative of SB Holding Corp., an Alabama corporation, Managing Member of LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 10th day of July, 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 limited liability company.

Given under my hand and official seal this 10th day of July, 20 18.

My Commission Expires:

3/23/19

Carla M Hill
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 38A, according to the Final Plat of the Subdivision of Lake Wilborn Phase 1A Resurvey No. 1, as recorded in Map Book 48, Pages 72 A and B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Taxes 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) Easements as shown on the Final Plat of the Subdivision of Lake Wilborn Phase 1A Resurvey No. 1, as recorded in Map Book 48, Pages 72A and 72B, as Inst. No. 2017-395030 in the Probate Office of Shelby County, Alabama on November 1, 2017; (5) Non-exclusive easement for ingress and egress and public utilities as reserved in conveyance from J. E. Wilborn and wife, Louise C. Wilborn to Auburn University Foundation as Trustee of the J.E. Wilborn Unitrust dated February 4, 1994, recorded in Inst. No. 1994-03931 (Shelby County), Inst. No. 200260-2612 (Bessemer), and Inst. No. 9402-4111 (Jefferson County); (6) Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated December 28, 2016, recorded in Inst. No. 20170206000043430 on February 6, 2017; (7) Easement – Pole Line in favor of Alabama Power Company dated March 16, 2017, recorded in Inst. No. 20170327000102320 in the Probate Office of Shelby County, Alabama on March 27, 2017; (8) Terms and conditions of Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions dated August 31, 2017, recorded in Inst. No. 20170913000333990 in the Probate Office of Shelby County, Alabama on September 13, 2017. Amended by Second Amendment to Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions dated December 19, 2017 recorded in Inst. No. 20171219000452070 in the Probate Office of Shelby County, Alabama on December 19, 2017; (9) Annual and/or other special assessments or charges pertaining to the insured premises, as contained in said Declaration of Covenants, Conditions and Restrictions. No liability is assumed for the payment of maintenance assessments as set forth in said Declaration, which assessments shall be subordinate to the lien of a first mortgage; (10) Easement – Underground in favor of Alabama Power Company for the underground transmission and distribution of electric power and communications dated October 31, 2017, recorded in Inst. No. 20171102000397480 in the Probate Office of Shelby County, Alabama on November 2, 2017; and (11) Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company for underground electric distribution and service facilities dated February 22, 2018, recorded in Inst. No. 20180228000064450 in the Probate Office of Shelby County, Alabama on February 28, 2018.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name LAKE WILBORN PARTNERS, LLC

Mailing Address 3545 Market Street
Hoover, AL 35226

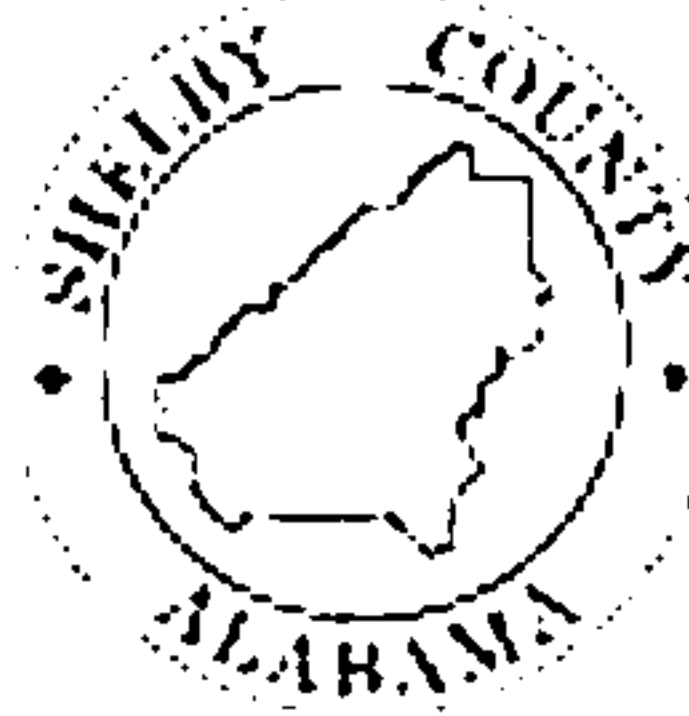
Grantee's Name Nicholas Mustafa
Hekmat Mustafa

Mailing Address 2220 Black Creek Crossing
Hoover, AL 35244

Property Address 2220 Black Creek Crossing
Hoover, AL 35244

Date of Sale July 10, 2018

Total Purchase Price \$385,362.00
or Actual Value \$
or Assessor's Market Value \$



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/10/2018 03:22:43 PM
\$98.50 DEBBIE
20180710000245220

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

☐ Bill of Sale
 ☐ Appraisal
☐ Sales Contract
 ☐ Other
☒ 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 July 10, 2018

Print: Joshua L. Hartman

Unattested

(verified by)

Sign:

(Grantor/Grantee/Owner/Agent) circle one