

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

Send Tax Notice to:
Victoria Teresa Fitzgerald
Thomas Desmond Fitzgerald
2025 Nunnally Pass
Hoover, AL 35244

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

STATE OF ALABAMA)
SHELBY COUNTY)

That in consideration of Four Hundred Forty Five Thousand and no/100 -----
(\$ 445,000.00)

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 Victoria Teresa Fitzgerald and Thomas Desmond Fitzgerald, (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.

The entire purchase price 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.

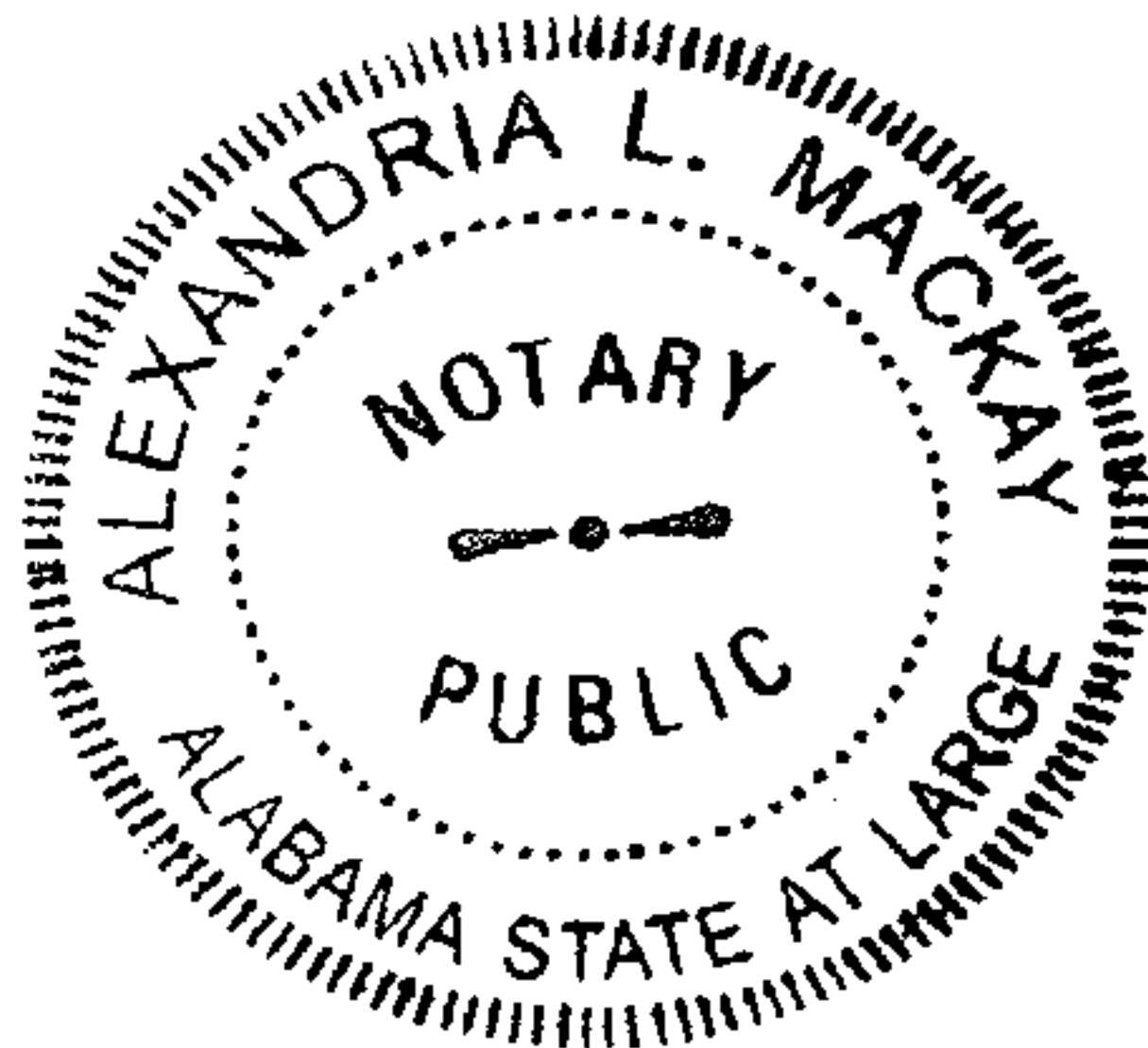
And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

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 6th day of August, 20 18.

LAKE WILBORN PARTNERS, LLC

By: SB HOLDING CORP.
Its: Managing Member

By: J. Daniel Garrett
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 6th day of August, 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 6th day of August, 20 18.
My Commission Expires: 10/31/2021

Alexandra L. Mackay
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 31, according to the Survey of Lake Wilborn Phase 1B, as recorded in Map Book 48, Page 85, 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) Restrictions appearing of record in Inst. No. 20171204000433480 and Amendment record in Inst. No. 20171204000433490 and Inst. No. 20171219000452060; (5) Right-of-way granted to Alabama Power Company recorded in Inst. No. 2017-10232, Inst. No. 2017-40343 and Inst. No. 2017-397480; (6) Restrictions appearing of record in Inst. No. 9863-4186; Inst. No. 2002-4257 and Inst. No. 2016-5874 (Shelby County); Inst. No. 2017-33399; Inst. No. 2017-45207; Inst. No. 2017-94767 and Inst. No. 2018-129200; (7) Right-of-way granted to Alabama Power Company recorded in Volume 143, Page 353, Volume 239, Page 539; Bessemer Volume 1015, Page 69; Bessemer Volume 1015, Page 72; Bessemer Volume 1015, Page 75; Inst. No. 200013-7924; Volume 730, Page 383 and Real 26, Page 773; (8) Sanitary Sewer pipeline from Auburn University Foundation to Jefferson County as recorded in Inst. No. 9962-1659; (9) Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Inst. No. 9863-911; (10) Storm water drainage easement agreement between USX and City of Hoover as recorded in Inst. No. 9961-2379 and Inst. No. 9961-2380; (11) Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138, Page 914; Deed Book 138, Page 96 and Deed Book 238, Page 137; (12) Sanitary Sewer Easement in favor of Jefferson County Alabama referred to as the Fleming Sewer Extension Easement as recorded in LR 200662, Page 25279 in Jefferson County, and Inst. No. 20060418000180510 in Shelby County; (13) Restrictions appearing of record in Inst. No. 20160226000058740; (14) Easement Agreement between US Steel Corp. and P. R. Wilborn, LLC recorded in Inst. No. 2016017964; and (15) Right of way to Water Works Board of the City of Birmingham recorded in Inst. No. 2017-338660.

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 35226Grantee's Name Thomas Desmond Fitzgerald
Victoria Teresa FitzgeraldMailing Address 2025 Nunnally Pass
Hoover, AL 35244Property Address 2025 Nunnally Pass
Hoover, AL 35244

Date of Sale August 6, 2018

Total Purchase Price \$445,000.00

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
 08/07/2018 01:33:32 PM
 \$22.00 CHERRY
 20180807000280970

A handwritten signature in black ink, likely belonging to Judge James W. Fuhrmeister, is written over the official stamp.

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 August 6, 2018

Print: Joshua L. Hartman

Unattested

(verified by)

Sign:

(Grantor/Grantee/Owner/Agent) circle one