

20190109000008830
01/09/2019 08:07:46 AM
DEEDS 1/4

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

Send Tax Notice To:
James S. Gay
Paula Gay
709 Magraders Bluff
Helena, AL 35080

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

STATE OF ALABAMA)

SHELBY COUNTY)

That in consideration of Four Hundred Forty-nine Thousand Seven Hundred Fifty and no/100-----
----- (\$449,750.00-----) Dollars
to the undersigned grantor, **SB DEV. CORP.**, an Alabama corporation, (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 James S. Gay and Paula Gay
-----, (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.

\$404,750.00 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.

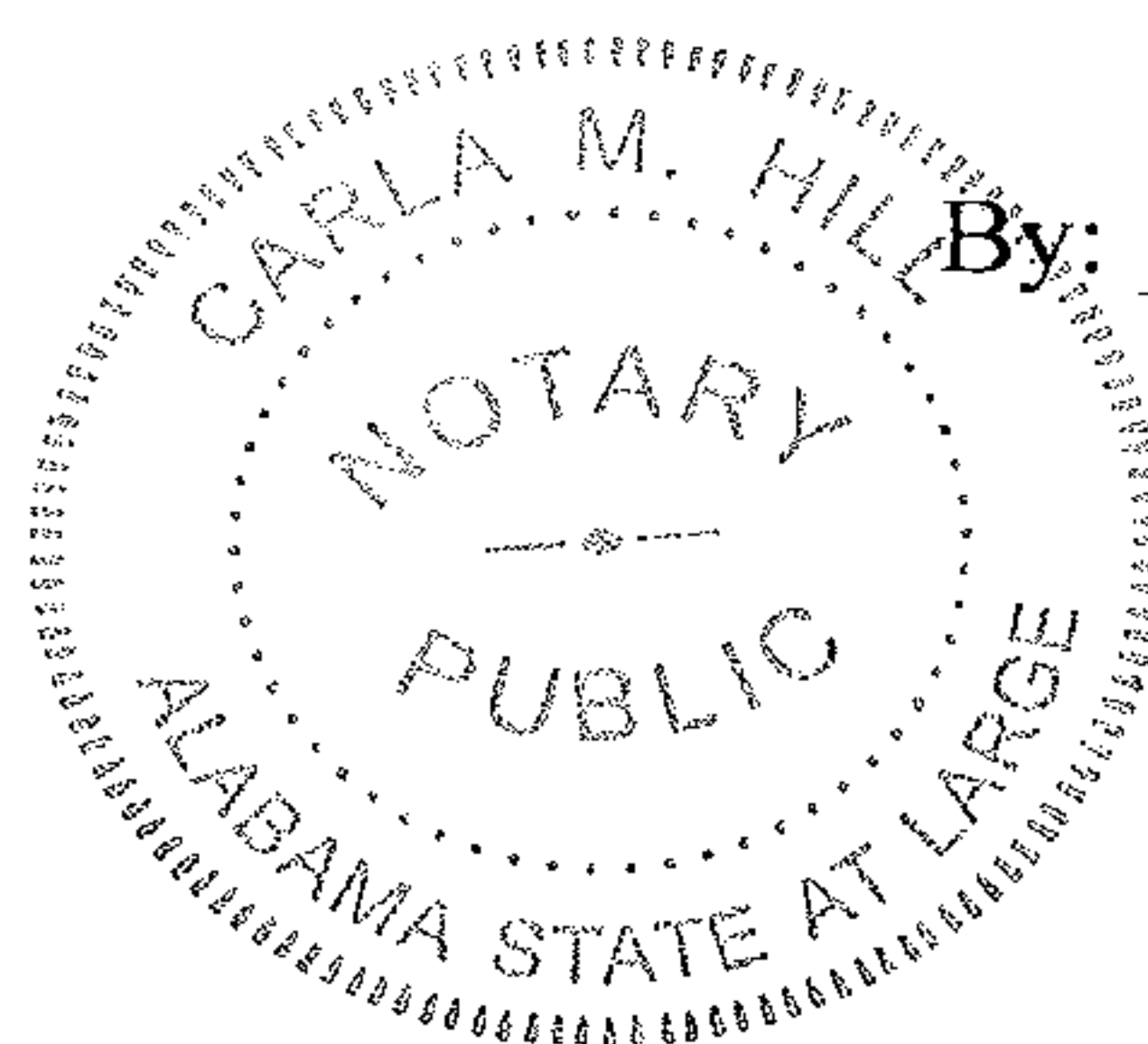
This conveyance is made upon the covenant and condition that no right of action for damages on account
of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other
sources of water supply or sewer now or hereafter located upon said real estate, or 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,

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 7th day of January, 20 19.

SB DEV. CORP.



By: _____

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. Daryl Spears, 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 7th day of January, 20 19, 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 7th day of January, 20 19.

My Commission Expires: 3/23/19

Carla M Hill
Notary Public

EXHIBIT "A"

Lot 888, according to the Survey of Riverwoods Eighth Sector Phase II Sector "D", as recorded in Map Book 46, Page 16, as Inst. No. 201600414000123340 in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes and assessments for the year 2019 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. Ten-foot sanitary sewer easement, building setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector – Phase II Sector "D" recorded in Map Book 46, Page 16 as Instrument No. 20160414000123340 in the Probate Office of Shelby County, Alabama on April 14, 2016;
5. Terms and conditions of Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 2002-07338 (20020212000073381) in the Probate Office of Shelby County, Alabama on February 12, 2002, as corrected in Corrected Riverwoods Covenants, Conditions and Restrictions dated February 12, 2002, recorded in Instrument No. 20061025000526430 in said Probate Office on October 15, 2006, and as amended in Amended and Restated Riverwoods Covenants, Conditions and Restrictions dated September 14, 2007, recorded in Instrument No. 20070917000435160 in said Probate Office on September 17, 2007;
6. 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;
7. Bylaws of Riverwoods Association, Inc. recorded in Instrument No. 20020731000345170 in the Probate Office of Shelby County, Alabama on July 31, 2002;
8. Oil, gas and mineral rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715 recorded April 20, 1988, leased by Total Minatome Corporation, successor by merger to CSX Oil and Gas Corporation, to Cabot Oil & Gas Corporation as evidenced by Memorandum of Lease recorded in Real 370, page 923 on October 31, 1991, with a 31 percent interest being further conveyed by Deed of Quitclaim to Westport Oil and Gas Company, Inc. in Instrument No. 2001-20356 recorded on May 21, 2001;
9. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Statutory Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Riverwoods Properties, LLC, an Alabama limited liability company, dated August 24, 2001, recorded in Instrument No. 2001-37300 in the Probate Office of Shelby County, Alabama on August 30, 2001;
10. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated September 11, 2015, recorded in Instrument No. 20150060000350460 in the Probate Office of Shelby County, Alabama on October 6, 2015;
11. Reservation of minerals and mineral rights in favor of SB Dev Corp. as set forth in Statutory Warranty Deed from Riverwoods Properties, LLC, an Alabama limited liability company, dated January 20, 2017, recorded as Inst. No. 2017012000024800 in the Probate Office of Shelby County, Alabama on January 20, 2017.

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 James S. Gay
Paula Gay

Mailing Address 709 Magraders Bluff
Helena, AL 35080

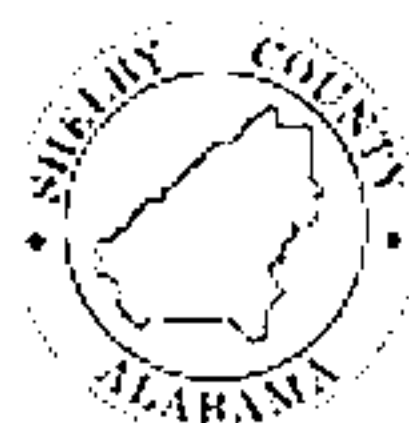
Property Address 709 Magraders Bluff
Helena, AL 35080

Date of Sale January 7, 2019

Total Purchase Price \$449,750.00

or Actual Value \$

or Assessor's Market Value \$



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/09/2019 08:07:46 AM
\$69.00 CHERRY
20190109000008830

Allen S. Byrd

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
 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.

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 January 7, 2019

Print: Joshua L. Hartman

Unattested

(verified by)

Sign:

(Grantor/Grantee/Owner/Agent) Circle one