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

Send Tax Notice to:
James C. Moore
Joyce J. Moore
2276 Brock Circle
Birmingham, AL 35242

<u>CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor</u>

STATE OF ALABAMA)				
SHELBY COUNTY)				
That in consideration of Four	Hundred Ninety-Eight	Thousand Nine	Hundred	Twenty-Four

Dollars to the undersigned grantor, BROCK POINT 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 James C. Moore & Jovce J. Moore

(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. \$287,000.00 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.

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 <u>15th</u> day of <u>January</u>, 2019.

BROCK POINT PARTNERS, LLC

By: SB HOLDING CORP. Its: Managing Member

By:_

Its:

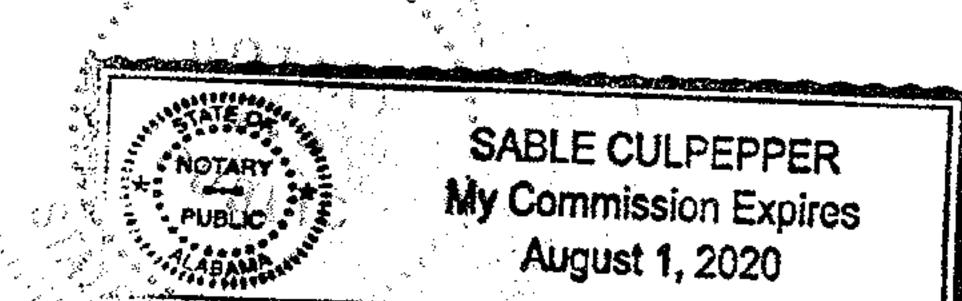
Authorized Representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears ______, whose name as Authorized Representative of SB Holding Corp., an Alabama corporation, Managing Member of BROCK POINT 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 15th day of January _______, 2019 ____, 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 15th day of January 20 19

My Commission Expires:



Sald Alexander Public Notary Public

EXHIBIT "A"

Lot 45, according to the Final Plat of the Subdivision of Brock Point Phase 2A, as recorded in Map Book 48, page 70, as Inst. No. 20171101000395010 in the Probate Office of Shelby County, Alabama.

Subject to:

- 1. Taxes for the year 2019 and subsequent years, not yet due and payable;
- 2. Easements, building lines, and restrictions 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 and building setback lines as shown on the Final Plat of the Subdivision of Brock Point Phase 2A recorded in Map Book 48, Page 70 as Inst. No. 20171101000395010 in the Probate Office of Shelby County, Alabama on November 1, 2017;
- 5. Terms and conditions of Brock Point Residential Declaration of Covenants, Conditions and Restrictions dated September 29, 2016, recorded in Inst. No. 20170606000199520 in the Probate office of Shelby County, Alabama on June 6, 2017. Amended by First Amendment to Brock Point Residential Declaration of Covenants, Conditions and Restrictions dated June 30, 2017, recorded in Inst. No. 20170706000238780 in the Probate office of Shelby County, Alabama on July 6, 2017. Amended by Second Amendment to Brock Point Residential Declaration of Covenants, Conditions and Restrictions dated November 28, 2018, recorded in Inst. No. 20181129000418010 in the Probate office of Shelby County, Alabama on November 29, 2018;
- 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. Right-of-way granted to Alabama Power Company recorded in Volume 338, Page 636 and Volume 340, Page 23;
- 8. Amended and Restated Restrictive Covenants between Dantract, Inc., Daniel Oak Mountain limited partners, Harry and Jane Brock, et al, dated November 3, 1989 and recorded in Real 265, Page 96, amending restrictions recorded in Misc. Book 12, Page 845 as amended in Misc. Book 15, Page 844 and Misc. Book 12, Page 852 as amended in Misc. Book 15, Page 840;
- 9. Covenant and agreement for Water Service as recorded in Real 235, Page 574;
- 10. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated December 1, 2016, recorded in Inst. No. 20161202000441760 in the Probate Office of Shelby County, Alabama on December 2, 2016; and
- 11. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated October 9, 2017, recorded in Inst. No. 20180410000119460 in the Probate Office of Shelby County, Alabama on April 10, 2018.
- 12. As to the unnamed lake:
 - (a) Rights, if any, of the property owners abutting the unnamed lake to adjoining streams or water in and to the waters of the lake and in and to bed thereof.

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- (b) Boating and fishing rights of property owners abutting the lake or the stream of water leading thereto or therefrom.
- (c) Navigational servitudes and all other rights, titles and powers of the United States, the state, local government and the public over said lake, its bed, and its shore lands extending to the ordinary high water line thereof.
- (d) The consequence of any change in the location of the lake which forms a boundary line of the land, including any determination that some portion of the land has been included within unnamed lake.

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Real Estate Sales Validation Form

This Docu	iment must be filed in accor	rdance with Code	of Alabama 1975,	Section 40-22-1	
Grantor's Name	BROCK POINT PART	NERS, LLC			
Mailing Address	3545 Market Street Hoover, AL 35226				
Grantee's Name	James C. Moore Joyce J. Moore				
Mailing Address	2276 Brock Circle Hoover, AL 35244				
Property Address	2276 Brock Circle Hoover, AL 35244				
Date of Sale	January 15, 2019	Strike - Color	Filed and Recorded Official Public Records Judge of Probate, Shelby County	Alabama, County	
Total Purchase Price or Actual Value or Assessor's Market Value	\$498,924.00 \$ \$	CAHASI -	Clerk Shelby County, AL 01/16/2019 01:33:44 PM S523.00 CHERRY 20190116000017490	alling S. Buyl	
The purchase price or actual valuation Bill of Sale Sales Contractory X Closing States If the conveyance document press is not required.	t nent	Appraisal Other			is form
		Instructions			
Grantor's name and mailing add mailing address.	lress – provide the name of t		ons conveying inter	est to property and their curre	nt
Grantee's name and mailing add	dress – provide the name of	the person or pers	ons to whom interes	st to property is being conveye	èd.
Property address – the physical	address of the property being	g conveyed, if ava	ilable.		
Date of Sale – the date on which	interest to the property was	s conveyed.			
Total Purchase price – the total a offered for record.	amount paid for the purchas	e of the property,	both real and person	nal, being conveyed by the ins	trumen
Actual value – if the property is instrument offered for record. The market value.	not being sold, the true value his may be evidenced by an	ue of the property, appraisal conduc	both real and perso ted by a licensed ap	nal, being conveyed by the praiser or the assessor's curre	nt

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 <u>Code of Alabama 1975</u> § 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 <u>Code of Alabama 1975</u> §40-22-1 (h).

Date	January 15, 2019	Print:	Joshua L. Hartman
Unattest		Sign:	
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one