# 20190219000051870 02/19/2019 09:12:34 AM DEEDS 1/4

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

Send Tax Notice To: Ian A. Ashbaugh Alison B. Ashbaugh 226 West Trestle Way Helena, AL 35080

## Jointly for Life with Remainder to CORPORATION FORM STATUTORY WARRANTY DEED

Survivor
STATE OF ALABAMA)
SHELBY COUNTY )
That in consideration of Four Hundred Forty-One Thousand, Four Hundred Eighty-Six & No/100
to the undersigned grantor, SB DEV. CORP., an Alabama corporation, (herein referred to as GRANTOR) is 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 Ian A. Ashbaugh & Alison B. Ashbaugh
, (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.

\$353,189.00 of the purchase price recited above has been paid by a mortgage 10anclosed 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 <u>15th</u> day of <u>February</u>.

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SB DEV. CORP.

By:

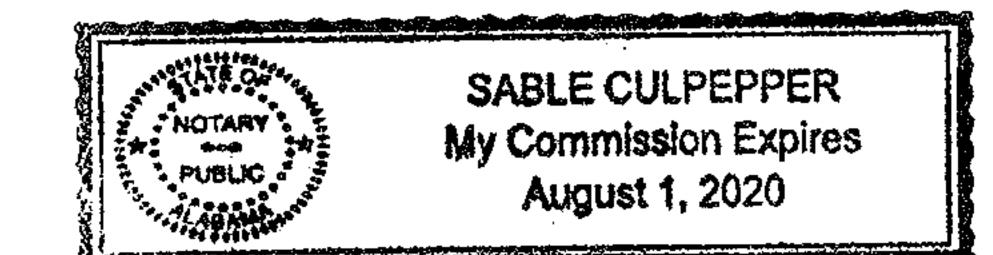
Authorized Representative

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 15th day of February \_\_\_\_\_\_, 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 corporation.

Given under my hand and official seal this 15th day of February, 2019

My Commission Expires:



<u>Jalle Culpepe</u> Notary Public

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#### EXHIBIT "A"

Lot 817, according to the Survey of Riverwoods Eighth Sector Phase I, as recorded in Map Book 43, Page 28 A&B, as Inst. No. 20120830000327490 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. 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;
- 5. 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;
- 6. Bylaws of Riverwoods Association, Inc. recorded in Instrument No. 20020731000345170 in the Probate Office of Shelby County, Alabama on July 31, 2002;
- 7. Title to all minerals within and underlying the premises, together with all mining and other rights, reservations, provisions and conditions as set for the in deed from CSX Transportation, Inc., a Virginia corporation, to Western Pocahontas Properties Limited Partnership recorded in Real Book 112, Page 876 in the Probate Office of Shelby County, Alabama on February 2, 1987, corrected in deed recorded in Real Book 328, Page 1 on February 4, 1991, as affected by the Quitclaim Deed from CSX Transportation, Inc., to River Oaks Properties, LLC, recorded in Inst. No. 2000-31941 in the Probate Office of Shelby County, Alabama on September 14, 2000;
- 8. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Quitclaim Deed from CSX Transportation, Inc., a Virginia corporation, to River Oaks Properties, LLC, an Alabama limited liability company, dated September 11, 2000, recorded in Instrument No. 2000-31941 in the Probate Office of Shelby County, Alabama on September 14, 2000;
- 9. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated January 16, 2015, recorded in Instrument No. 20150318000084440 and in Inst. No. 20150318000084450 in the Probate Office of Shelby County, Alabama on March 18, 2015;
- 10. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated August 19, 2015, recorded in Instrument No. 20150916000324070 in the Probate Office of Shelby County, Alabama on September 16, 2015;
- 11. 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;
- 12. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated May 31, 2016, recorded in Instrument No. 20160926000350170 in the Probate Office of Shelby County, Alabama on September 26, 2016;
- 13. As to the Cahaba River:
  - (a) Any past or future change in the Cahaba River which forms the boundary location for subject property boundary of the land.
  - (b) Any dispute arising over the location of the old bed.
  - (c) Any variance between the boundary line as originally conveyed and the current boundary thereof as now used or occupied.
  - (d) Rights of the upper or lower riparian owners in and to the free and unobstructed flow of water of said body of water.

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### Real Estate Sales Validation Form

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

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Grant	or's Name	SB Dev. Corp.				
Mailir	ng Address	3545 Market Street Hoover, AL 35226				
Grante	ee's Name	Ian A Ashbaugh Alison B Ashbaugh				
Mailir	ng Address	226 West Trestle Way Helena, AL 35080				
Prope	rty Address	226 West Trestle Way Helena, AL 35080		State - State	Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, C	ounty
Date o	of Sale	February 15, 2019		A ABAMA	Clerk Shelby County, AL 02/19/2019 09:12:34 AM S112.50 CHERRY 20190219000051870	alli 5. Bul
or Act	Purchase Price tual Value	\$441,486.00 \$				
or Ass	essor's Market Value	\$				
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	conveyance document pres required.	ented for recordation contain	ns all of	the required information	on referenced abov	e, the filing of this form
mailin	g address.	ess provide the name of the	•	or persons conveying		
Grante	e's name and mailing addr	ress – provide the name of th	ie persoi	or persons to whom in	iterest to property	is being conveyed.
Proper	ty address – the physical a	ddress of the property being	conveye	ed, if available.		
Date o	f Sale – the date on which	interest to the property was	conveye	d.		
	Purchase price – the total and for record.	mount paid for the purchase	of the p	roperty, both real and p	ersonal, being con	veyed by the instrumen
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the pro	perty as determined by the	lue must be determined, the local official charged with a lized pursuant to Code of A	the respo	onsibility of valuing pro	•	,
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Date	February 15, 2019		Print:	Joshua L. Hartman	an mark.	
Unattes	sted	Sign:		The state of the s	<b>,-</b> -	
	(verific	_	(Gran	tor/Grantee/Owner/Age	ent) circle one	<del></del>