

20190312000079790
03/12/2019 01:54:09 PM
DEEDS 1/3

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

Send Tax Notice to:
Samuel Goff
Ashley Goff
2317 Black Creek Xing
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 Thirty-six Thousand Six Hundred Thirty-six and
no/100----- (\$436,636.00-----)

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 Samuel Goff and Ashley Goff

(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.

\$392,972.00 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.

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 11th day of March, 20 19.

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. Daryl Spears, 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 11th day of March, 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 11th day of March, 20 19.

My Commission Expires: 3/23/19

Carla M. Neil
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 127, according to the Final Plat of the Subdivision of Lake Wilborn Phase 2B, as recorded in Map Book 49, Pages 44, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- (1) Taxes for the year 2019 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) Easements, Restrictions and building setback lines as shown on the Final Plat of the Subdivision of Lake Wilborn Phase 2B, as recorded in Map Book 49, Page 44, as Inst. No. 20180604000194520 in the Probate Office of Shelby County, Alabama on June 4, 2018;
- (4) 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);
- (5) 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;
- (6) Title to all minerals within and underlying the premises, together with all mining and other rights, reservations, provisions and conditions as set forth in deed from CSX Transportation, Inc., a Virginia corp., 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;
- (7) Oil, gas and mineral rights conveyed to CSX Oil and Gas Corp. in Real 180, Page 715 recorded April 20, 1988, leased by Total Minatome Corp., successor by merger to CSX Oil and Gas Corp., to Cabot Oil & Gas Corp. 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 Inst. No. 2001-20356 recorded on May 21, 2001;
- (8) Covenants, restrictions, reservations, including reservation of oil and gas rights, limitations, subsurface conditions, and mineral and mining rights set forth in deed from CSX Transportation, Inc. a Virginia corp., to Western Pocahontas Properties Limited Partnership recorded in Inst. No. 20020515000229800 in the Probate Office of Shelby County, Alabama on May 15, 2002;
- (9) 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;
- (10) 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. Amended by Third Amendment to Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions dated April 18, 2018, recorded in Inst. No. 20180418000129200 in the Probate Office of Shelby County, Alabama on April 18, 2018. Amended by Fourth Amendment to Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions dated September 26, 2018, recorded in Inst. No. 20180926000343990 in the Probate Office of Shelby County, Alabama on September 26, 2018. Amended by Fifth Amendment to Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions dated September 25, 2018, recorded in Inst. No. 20180926000344000 in the Probate Office of Shelby County, Alabama on September 26, 2018;
- (11) 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;
- (12) 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;
- (13) 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;
- (14) Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company for underground electric distribution and service facilities dated June 6, 2018, recorded in Inst. No. 20180628000230480 in the Probate Office of Shelby County, Alabama on June 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 35226Grantee's Name Samuel Goff
Ashley GoffMailing Address 2317 Black Creek Crossing
Hoover, AL 35244Property Address 2317 Black Creek Crossing
Hoover, AL 35244

Date of Sale March 11, 2019

Total Purchase Price \$436,636.00

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
 03/12/2019 01:54:09 PM
 \$65.00 CHERRY
 20190312000079790

Alicia 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
☒	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 March 11, 2019

Print: Joshua L. Hartman

Unattested

(verified by)

Sign:

(Grantor/Grantee/Owner/Agent) circle one