

20190322000092610
03/22/2019 10:43:03 AM
DEEDS 1/4

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

Send Tax Notice To:
Robert L. Sipes
Tricia Sipes
708 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 Seventy Thousand Nine Hundred Forty-Seven & No/100
----- (~~\$470,947.00~~-----) 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 Robert L. Sipes & Tricia Sipes-----
-----, (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.

\$454,794.15 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.

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 21st day of March, 2019.

SB DEV. CORP.

By: _____

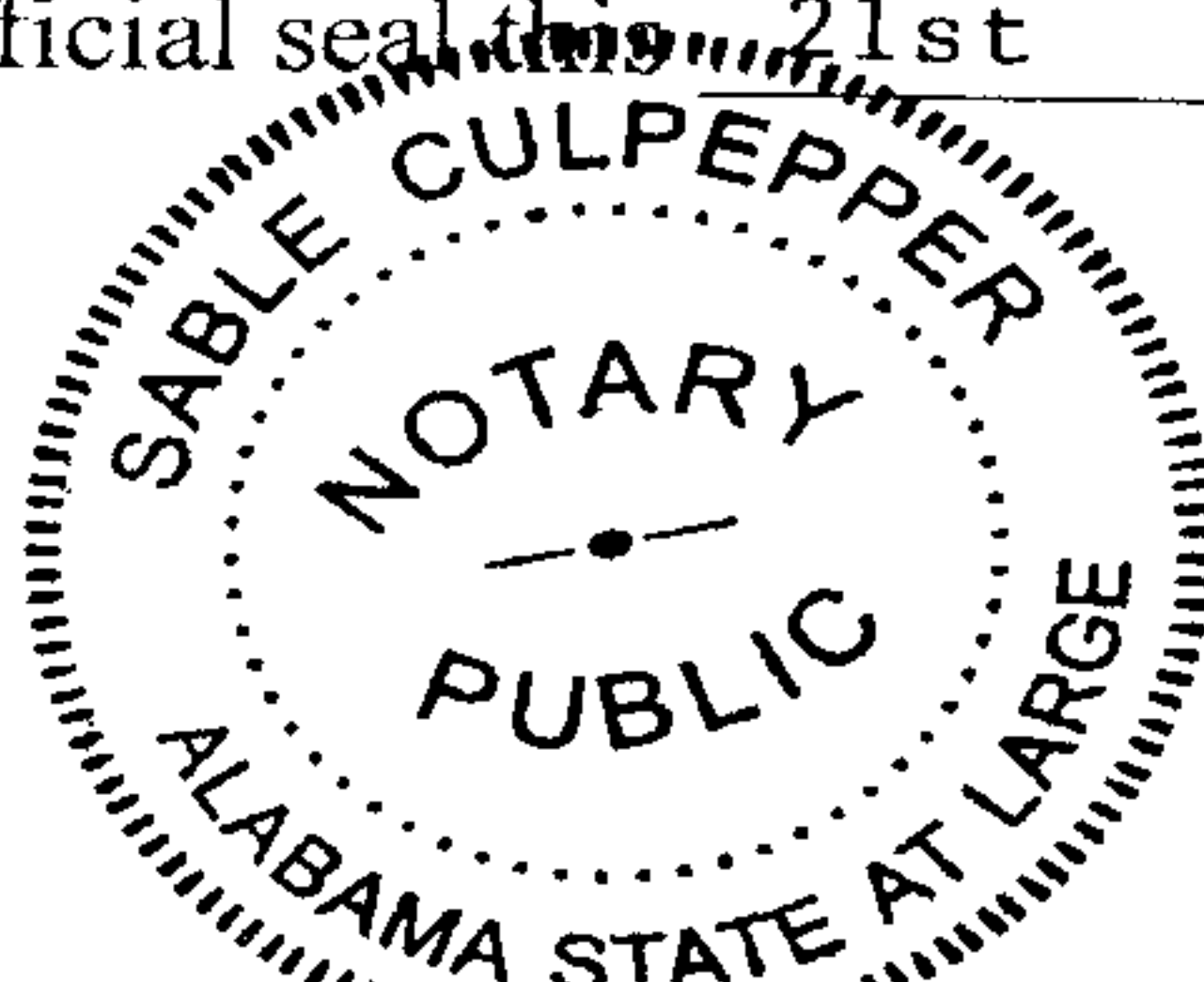
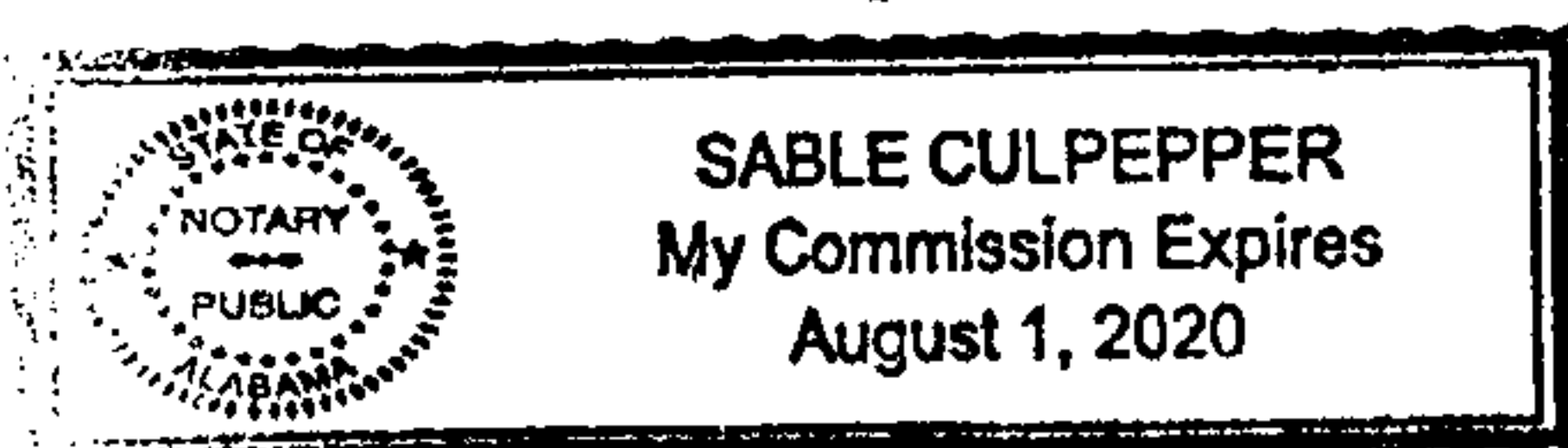
Authorized Representative

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 21st 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 corporation.

Given under my hand and official seal this 21st day of March, 2019.

My Commission Expires:



Notary Public

Exhibit "A"

Lot 885B, according to the Survey of Riverwoods Eighth Sector Phase II Sector "D" Resurvey No. 1, as recorded in Map Book 48, Page 59, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Inst. No. 2015-32407.
3. Grant of Easement in Land for an Underground Subdivision recorded in Instrument Number: 20150916000324070.
4. Riverwoods Covenants, Conditions and Restrictions recorded in Instrument Number: 20020212000073381; corrected in Instrument Number: 20061025000526430 and Amended and Restated in Instrument Number: 20070917000435160.
5. Ordinance No. 02-1921 an Ordinance De-Annexing Certain Property from the City of Hoover recorded in Instrument Number: 20030207000076050.
6. 200' River Setback and 25' Building Setback Line as shown on final plat of Riverwoods - Eight Sector, Phase II, Sector "D", Resurvey No. 1, recorded in Map Book 48, Page 59.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/22/2019 10:43:03 AM
\$40.00 CHERRY
20190322000092610

(verified by)

Allen S. Byrd