

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

Send Tax Notice to:
Benjamin W. Smith, III
JeAnne D. Smith
2000 Blackridge Road
Hoover, AL 35244

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

STATE OF ALABAMA)
SHELBY COUNTY)

That in consideration of Seven Hundred Forty-one Thousand Seven Hundred Thirty-five & no/100----- (\$ 741,735.00-----) Dollars to the undersigned grantor, **BLACKRIDGE 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 Benjamin W. Smith, III and JeAnne D. Smith, (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.

\$667,561.00 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 4th day of June, 20 19.

BLACKRIDGE 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 BLACKRIDGE 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 4th day of June, 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 limited liability company.

Given under my hand and official seal this 4th day of June, 20 19.

My Commission Expires: 3/23/23



Notary Public

Exhibit "A"
Property Description

Lot 1096, according to the Final Plat of the Subdivision of Blackridge Phase 1C, as recorded in Map Book 49, Page 62 A and B, in the Probate Office of Shelby County, Alabama.

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Thirty-five-foot building setback lines as shown on the Final Plat of the Subdivision of Blackridge Phase 1C recorded in Map Book 49, Page 62 A and B as Instrument No. 20180710000244010 in the Probate Office of Shelby County, Alabama on July 10, 2018.
3. Easements as shown on the Final Plat of the Subdivision of Blackridge Phase 1C recorded in Map Book 49, Page 62 A and B as Instrument No. 20180710000244010 in the Probate Office of Shelby County, Alabama on July 10, 2018.
4. Terms, easements, covenants, conditions, restrictions, charges, liens and regulations contained in Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 4, 2017, recorded in Instrument No. 20171204000433480 in the Probate Office of Probate of Shelby County, Alabama on December 4, 2017. Amended by First Amendment to Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 4, 2017, recorded in Instrument No. 20171204000433490 in the Probate Office of Probate of Shelby County, Alabama on December 4, 2017. Further amended by Second Amendment to Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 19, 2017, recorded in Instrument No. 20171219000452060 in the Probate Office of Probate of Shelby County, Alabama on December 19, 2017. Further amended by Third Amendment to Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated September 16, 2018, recorded in Instrument No. 20170926000344020 in the Probate Office of Probate of Shelby County, Alabama on September 26, 2018.
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. 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 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.
7. 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 corporation, to Western Pocahontas Properties Limited Partnership recorded in Instrument No. 20020515000229800 in the Probate Office of Shelby County, Alabama on May 15, 2002.
8. Reservation of mineral and mining rights as set forth in Special Warranty Deed from United States Steel Corporation, a Delaware corporation, successor by conversion to United States Steel LLC, to The Auburn University Foundation, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust recorded in Instrument No. 2002-04257 in the Probate Office of Shelby County, Alabama on January 24, 2002, Special Warranty Deed from the Auburn University Foundation, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust recorded in Instrument No. 20050919000483390 on August 16, 2005, and Special Warranty Deed from United States Steel Corporation, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation, to Riverwoods Properties, LLC, an Alabama limited liability company, recorded in Instrument No. 20070502000204170 on May 2, 2007.
9. Telecommunication cable easement in favor of Sprint Communications Company, et al., by

Court Order dated November 18, 2011, recorded in Instrument No. 2012021300053280 in the Probate Office of Probate of Shelby County, Alabama on February 13, 2012, and recorded in Instrument No. 2012021700059230 on February 17, 2012.

10. Assignment of Easement Rights by Riverwood Holdings, LLC, an Alabama limited liability company, in favor of Blackridge Partners, LLC, an Alabama limited liability company, dated December 30, 2015, recorded in Instrument No. 20151230000443770 in the Probate Office of Probate of Shelby County, Alabama on December 30, 2015.

11. Any loss or claim arising out of 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 Blackridge Partners, LLC, a limited liability company in the State of Alabama, dated May 16, 2017, as recorded in Inst. No. 20170517000171950 in the Probate Office of Shelby County, Alabama on May 17, 2017.

12. Any loss or claim arising out of fact a portion of the property appears to be former railroad lands as conveyed by Special Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Blackridge Partners, LLC, a limited liability company in the State of Alabama, dated May 16, 2017, as recorded in Inst. No. 20170517000171960 in the Probate Office of Shelby County, Alabama on May 17, 2017.

13. Restrictions, terms and conditions contained in Special Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Blackridge Partners, LLC, an Alabama limited liability company, dated May 16, 2017, as recorded in Inst. No. 20170517000171960 in the Probate Office of Shelby County, Alabama on May 17, 2017.

14. Right of way Agreement in favor of the Water Works Board of the City of Birmingham for water pipeline purposes dated September 7, 2017, recorded in Inst. No. 20170918000338670 in the Probate Office of Shelby County, Alabama on September 18, 2017.

15. Easement – Pole Line in favor of Alabama Power Company dated March 7, 2018, recorded in Instrument No. 20180316000088220 in the Probate Office of Shelby County, Alabama on March 16, 2018.

16. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated March 7, 2018, recorded in Instrument No. 20180316000088230 in the Probate Office of Shelby County, Alabama on March 16, 2018.

17. 1. As to Blackridge Lake:

(a) Rights, if any, of the property owners abutting Blackridge Lake or adjoining streams or water in and to the waters of the lake and in and to bed thereof.

(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 Blackridge Lake lake.

This is a Lake Lot, as defined in the Declaration.

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Blackridge Partners, LLC
 Mailing Address 3545 Market Street
Hoover, AL 35226

Property Address 2000 Blackridge Road
Hoover, AL 35244

Grantee's Name Benjamin W. Smith, III and Jeanne D. Smith

Mailing Address _____

Date of Sale June 4, 2019

Total Purchase Price \$741,735.00

Or

Actual Value \$ _____

Or

Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
 (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract

☐ Appraisal
☐ Other: _____

☐ Closing Statement



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/19/2019 08:42:53 AM
 \$98.50 CHERRY
 20190619000216770

Allen S. Bayl

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: June 4, 2019

Joshua L. Hartman

☐ Unattested

(verified by)

Sign

(Grantor/Grantee/ Owner/Agent) circle one