

20190927000353330
09/27/2019 09:28:15 AM
DEEDS 1/5

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

Send Tax Notice To:
Tara R. Chance
Matthew H. Chance
522 Riverwoods Landing
Helena, AL 35080

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

STATE OF ALABAMA)

SHELBY COUNTY)

That in consideration of Three Hundred Eighty-seven Thousand Four Hundred Seventy-one and no/100----- (\$ 387,471.00-----) 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 Tara R. Chance and Matthew H. Chance, (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.

\$348,723.00 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.

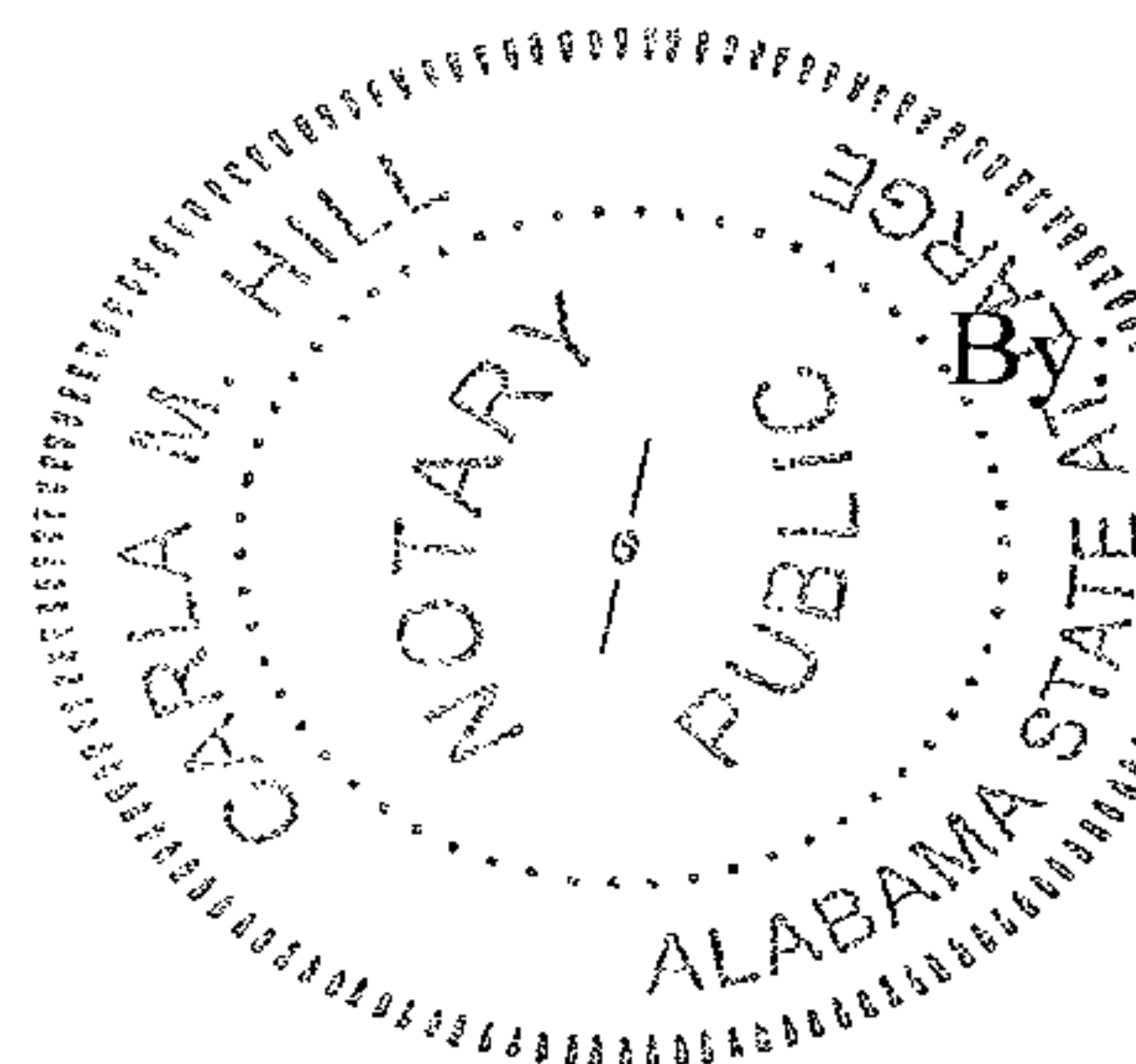
This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or 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 26th day of September, 2019.

SB DEV. CORP.



[Signature]
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 26th day of September, 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 26th day of September, 2019.

My Commission Expires: 3/23/23

[Signature]
Notary Public

Exhibit "A"
Property Description

Lot 846, according to the Final Plat of Riverwoods Eight Sector, Phase 2, Sector A, as recorded in Map Book 44, Page 124, in the Office of the Judge of Probate 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. Building setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector - Phase II Sector "B" recorded in Map Book 45, Page 48 as Instrument Number: 20151026000372120 in the Probate Office of Shelby County, Alabama, hereinafter "said Probate Office".
3. Ten-foot sanitary sewer easement and 15-foot drainage easements as shown on the plat of Riverwoods Eighth Sector - Phase II Sector "E" recorded in Map Book 46, Page 30 as Instrument No. 20160531000185400 in the Probate Office of Shelby County, Alabama on May 31, 2016.
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. Oil, gas and mineral rights as conveyed to CSX Oil and Gas Corporation in Real 180, page 715 recorded April 20, 1988, leased by Total Minatome Corporation, successor by merger to CSX Oil and Gas Corporation, to Cabot Oil & Gas Corporation 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 Instrument No. 2001-20356 recorded on May 21, 2001.
8. Any loss or claim arising out of the fact a portion of the property appears to be former railroad

lands as conveyed by Statutory Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Riverwoods Properties, LLC, an Alabama limited liability company, dated August 24, 2001, recorded in Instrument No. 2001-37300 in the Probate Office of Shelby County, Alabama on August 30, 2001.

9. 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.

10. As to the Cahaba River:

(a) Any past or future change in the Cahaba River which forms the westerly 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.

11. Flood area designation, 200-foot river setback line, building setback lines, terms and conditions as shown on the plat of Riverwoods Eighth Sector, Phase II Sector "D" Resurvey No. 1 recorded in Map Book 48, Page 59 as Instrument No. 20171004000362150, said Probate Office, on October 4, 2017.

12. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated September 11, 2015, recorded in Instrument No. 20150060000350460 said Probate Office on October 6, 2015.

13. Reservation of minerals and mineral rights in favor of SB Dev. Corp., an Alabama corporation, as set forth in Statutory Warranty Deed from Riverwoods Properties, LLC, an Alabama limited liability company, dated November 13, 2015, recorded as Instrument No. 20151119000399920 in said Probate Office on November 19, 2015.

14. Restrictions appearing of record in Inst No. 2007-43516, inst No 2015-6546, Inst no. 2015-6541 and restrictions on unrecorded deed to purchaser;

15. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Inst. No. 2015-32407.

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

Grantor's Name SB Dev. Corp.
 Mailing Address _____
 Property Address 522 Riverwoods Landing
Helena, AL 35080

Grantee's Name Tara R. Chance and Matthew H. Chance
 Mailing Address 593 Overbrook Road
Fultondale, AL 35068
 Date of Sale September 26, 2019
 Total Purchase Price \$387,471.00
 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

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: September 26, 2019

Joshua L. Hartman

Sign

(Grantor/Grantee/ Owner/Agent) circle one

Unattested

(verified by)



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/27/2019 09:28:15 AM
 \$73.00 CHARITY
 20190927000353330

Alvin S. Byrd