20191106000412990 11/06/2019 03:21:29 PM DEEDS 1/5

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

Send Tax Notice To:
Hollie Christopher
Warren Christopher
633 Riverwoods Landing
Helena, AL 35080

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

\$350,000.00 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,

20191106000412990 11/06/2019 03:21:29 PM DEEDS 2/5

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 30th day of October 20 19

> SB DEV. CORP. Authorized Representative

> > Notary Public

STATE OF ALABAMA) JEFFERSON COUNTY)

VERT ENCOUNT COUNTY	်င်းင်းနှားခွာခွာရသည်သို့ ^{ရာ လ} ်		
J. Daryl Spears corporation, is signed to the fore day to be effective on the 30th of the conveyance, he, as such of said corporation.	going conveyance and who day of <u>October</u>	thorized Representative is known to me, acknown, 2019, that, being	of SB DEV. CORP. a wledged before me on this g informed of the contents
Given under my hand and	official seal this 30th	day of October	
My Commission Expires: 3/2	3/23	Notary Public	

Exhibit "A" Property Description

Lot 937, according to the Final Plat of Riverwoods Eight Sector, Phase 2, Sector G, as recorded in Map Book 46, Page 31 in the Probate Office of Shelby County, Alabama

SUBJECT TO:

- 1. Taxes and assessments for the year 2020 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

20191106000412990 11/06/2019 03:21:29 PM DEEDS 4/5

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

	633 Riverwoods Landing Helena, AL 35080		Mailing Address Date of Sale Total Purchase Price	Christopher November 5, 2019	
			Or Actual Value Or	\$440,000.00 \$	
			Assessor's Market Valu	e <u>\$</u>	
The purchase r (check one) (R	orice or actual value claime ecordation of documentary	d on this form car evidence is not re	be verified in the equired)	following documentary evidence:	
Bill of S	Sale	Appraisal			
Sales Co	ontract	Other:			
Closing	Statement				
	nce document presented for s form is not required.	recordation conta	ains all of the requi	red information referenced above	
		Instruction	ons		
	and mailing address - prov nt mailing address.	vide the name of t	he person or person	ns conveying interest to property	
Grantee's name being conveyed		vide the name of t	he person or person	ns to whom interest to property is	
	ss - the physical address of to the property was conveye		g conveyed, if avai	lable. Date of Sale - the date on	
Total purchase conveyed by th	price - the total amount pai e instrument offered for red	id for the purchase cord.	e of the property, b	oth real and personal, being	
conveyed by th	f the property is not being a e instrument offered for rec assessor's current market	cord. This may be	e of the property, be evidenced by an ag	ooth real and personal, being ppraisal conducted by a licensed	
current use valu	nation, of the property as design of the property tax purposes	etermined by the l	ocal official charge	of fair market value, excluding ed with the responsibility of e penalized pursuant to <u>Code of</u>	
accurate. I furth penalty indicate	er understand that any falsed in Code of Alabama 197	e statements clain <u>5</u> § 40-22-1 (h).	ned on this form ma	in this document is true and ay result in the imposition of the	
Date	/2019 Print	JOSINA	COUIS HARR		
TT A	d Filed and Recorded		Sign	The second secon	

alling S. Buyl

\$124.00 CATHY

20191106000412990