

20191211000457290 1/4 \$102.50
Shelby Cnty Judge of Probate, AL
12/11/2019 10:03:43 AM FILED/CERT

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

Send Tax Notice to:
John David Smelser
Claire H. Smelser
3041 Iris Dr.
Hoover, AL 35244

STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor

STATE OF ALABAMA)
SHELBY COUNTY)

That in consideration of Three Hundred Fifty-six Thousand Two Hundred Twenty and no/100

(\$ 356,220.00----)
Dollars to the undersigned grantor, **FLEMMING 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 John David Smelser and Claire H. Smelser

(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.

\$284,950.00 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.

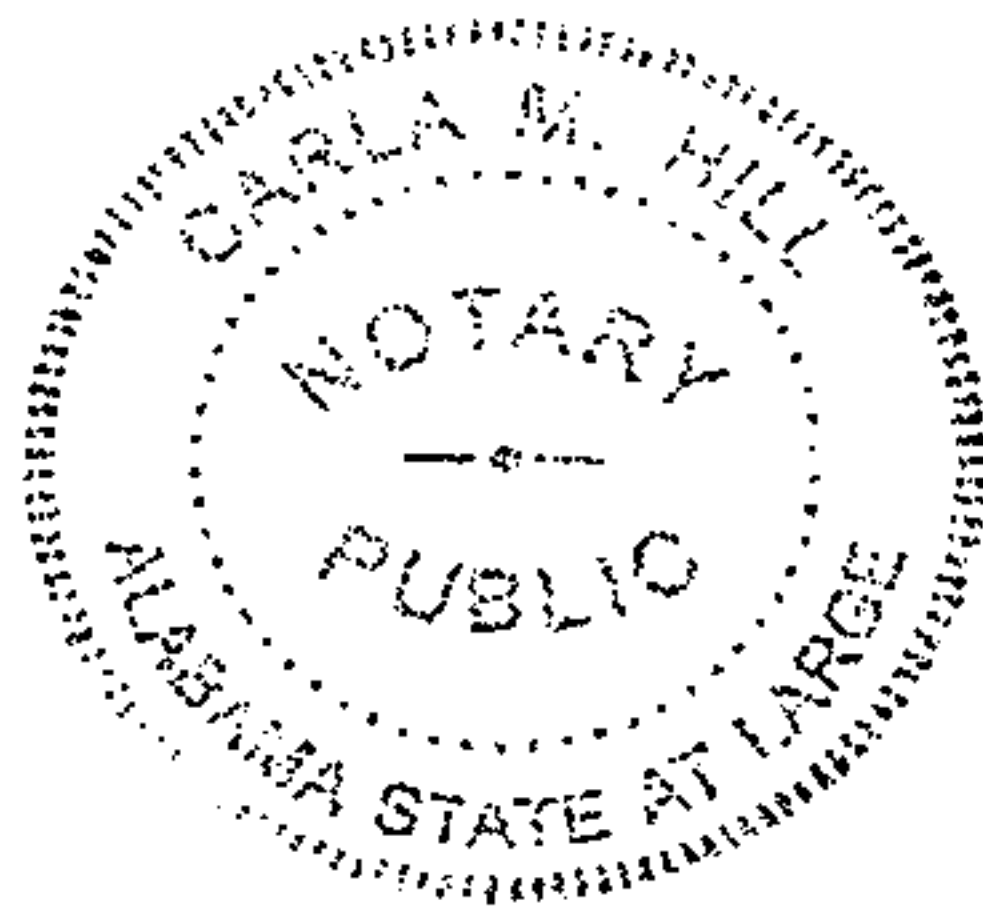
IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, SB Holding Corp., by its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature and seal, this the 21st day of November, 20 19.

FLEMMING PARTNERS, LLC

By: SB HOLDING CORP.
Its: Managing Member

By: [Signature]
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 FLEMMING 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 21st day of November, 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 21st day of November, 20 19.
My Commission Expires: 3/23/23

[Signature]
Notary Public

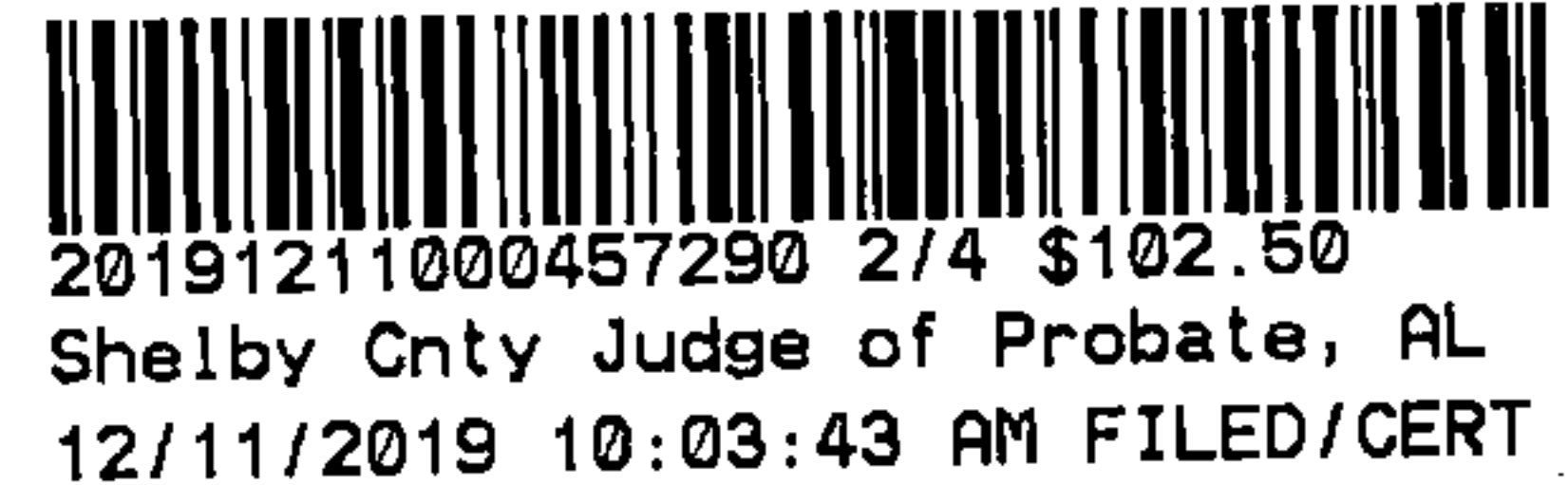
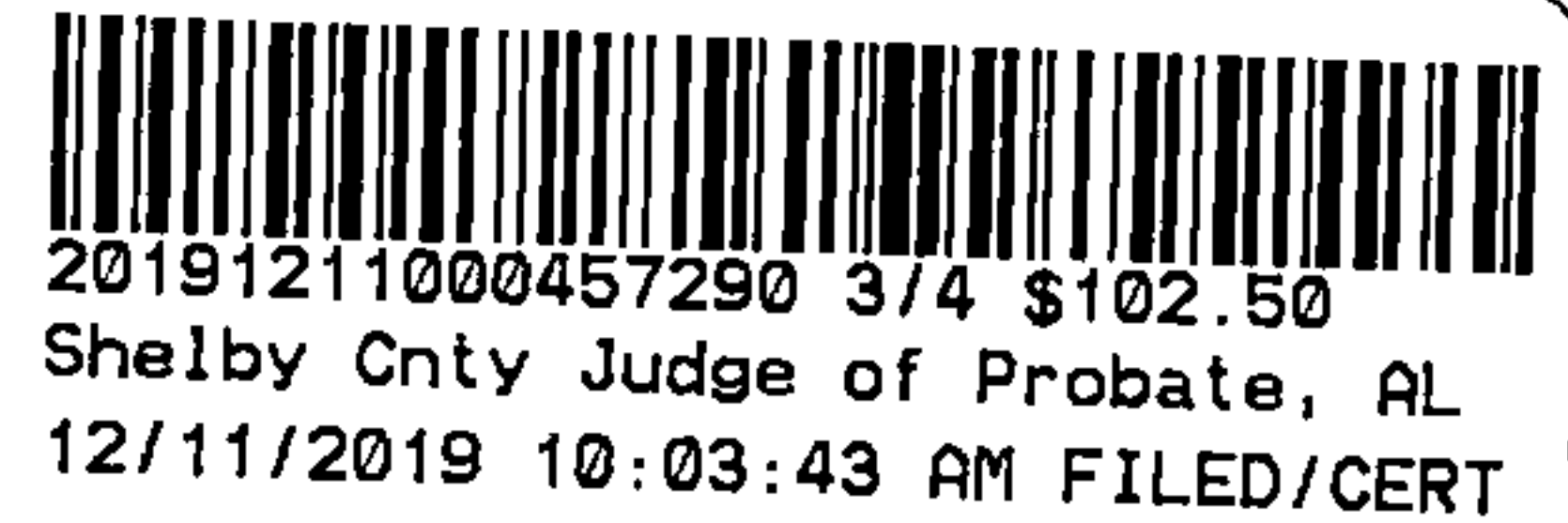


Exhibit "A"
Property Description

Lot 2110, according to the Survey of Flemming Farms Phase 2, as recorded in Map 50, Page 18 A&B, 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. Easement Agreement between United States Steel Corporation and P.R. Wilborn, LLC, recorded in Inst. No. 20160226000058730, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Reservation of Grant of Easements and Restrictive Covenants as contained in that deed from United States Steel Corporation to P.R. Wilborn, LLC as recorded in Inst. No.: 20160226000058740, in the Office of the Judge of Probate of Shelby County, Alabama.
4. Right-of-way granted to Alabama Power Company recorded in Deed Book 143, Page 353.
5. Agreement between R. Wheeler Flemming and Hoover City Board of Education as recorded in Bessemer Real Volume 829, Page 870.
6. Right-of-weay to The Water Works and Sewer Board of the City of Birmingham as recorded in Birmingham Inst. No. 200008-6636.
7. Memorandum of Lease Agreement between Hoover City Board of Education and Powertel/Birmingham, Inc. as recorded in Birmingham Inst. No. 200115-1649.
8. Right of way to Colonial Pipeline as recorded in Shelby Deed Book 333, Page 275 and Real Volume 443, Page 139.
9. Right of way granted to Plantation Pipe Line Company as recorded in Shelby Deed 275, Page 375; Birmingham Real Volume 724, Page 394; Real Volume 724, Page 366, referred to in Map Book 11, Page 55 and Birmingham Real Volume 856, Page 776.
10. Right-of-way granted to American Telephone & Telegraph Company as recorded in Shelby Real 315, Page 291.
11. Restrictions, conditions and limitations as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Shelby County Inst. No. 1993-8555.
12. Right-of-way granted to Alabama Power Company recorded in Inst. No. 200013-7924.



13. Railroad right of way as set forth in DT page 655 and Deed Book 11, Page 344.
14. Railroad right of way as set forth in Deed Book 311, Pages 295 and 303.
15. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 628 dated 09/10/1914 as amended by Bessemer Real Volume 1015, Page 69.
16. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 2137 dated 08/06/1929 as amended by Bessemer Real Volume 1015, Page 72.
17. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, Page 75.
18. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Inst. No. 2002-4257 and in condemnation proceeding filed in Case No. 27-254 and Case No. 28-57 (Shelby County).
19. Sanitary Sewer Easement in favor of Jefferson County referred to as the Fleming Sewer Extension Easement as recorded in LR200662, Page 25279 (Jefferson County).
20. Reservations and restrictions contained in deed from United States Steel Corporation to SB Dev. Corp., as recorded in Inst. No. 2017059805 (Jefferson County) and Inst. No. 20170613000209300 (Shelby County).
21. Non-exclusive easement for ingress, egress and utilities and reservation of rights contained in Inst. No. 2017059805 (Jefferson County) and Inst. No. 20170613000209300 (Shelby County).
22. Right of way to Alabama Power Company recorded in Inst. No. 2018-34314 and Inst. No. 2018-83390.
23. Restrictions appearing of record in Inst. No. 2017-33399; Inst. No. 2017-45207; Inst. No. 2018-12920; Inst. No. 2018-34399; Inst. No. 2018-34400; Inst. No. 2018-34401; Inst. No. 2018-41799 and Inst. No. 20181129000417990.
24. Matters shown on the final plat of Flemming Farms, Phase 2 (also known as Green Trails Phase 2) recorded in Map Book 50, Page 18 A&B, in the Office of the Judge of Probate of Shelby County, Alabama.
25. Any coal, oil, gas or other mineral or mining right not owned by Mortgagor.

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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

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

Property Address 3041 Iris Drive
Hoover, AL 35244

Grantee's Name John David Smelser and Claire H. Smelser

Mailing Address _____

Date of Sale November 21, 2019

Total Purchase Price \$356,220.00

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: November 21, 2019

Joshua L. Hartman

☐ Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1