

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

Send Tax Notice to:
Barry A. DeGonzague
Lorraine DeGonzague
2024 Blackridge Rd
Hoover, AL 35244

STATUTORY WARRANTY DEED – Jointly for Life with Remainder to Survivor

STATE OF ALABAMA)
SHELBY COUNTY)

That in consideration of Nine Hundred Twenty-seven Thousand Seven Hundred Seven & no/100
----- (\$ 927,707.00-----)

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 Barry A. DeGonzague and Lorraine DeGonzague, (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.

\$742,165.00 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.

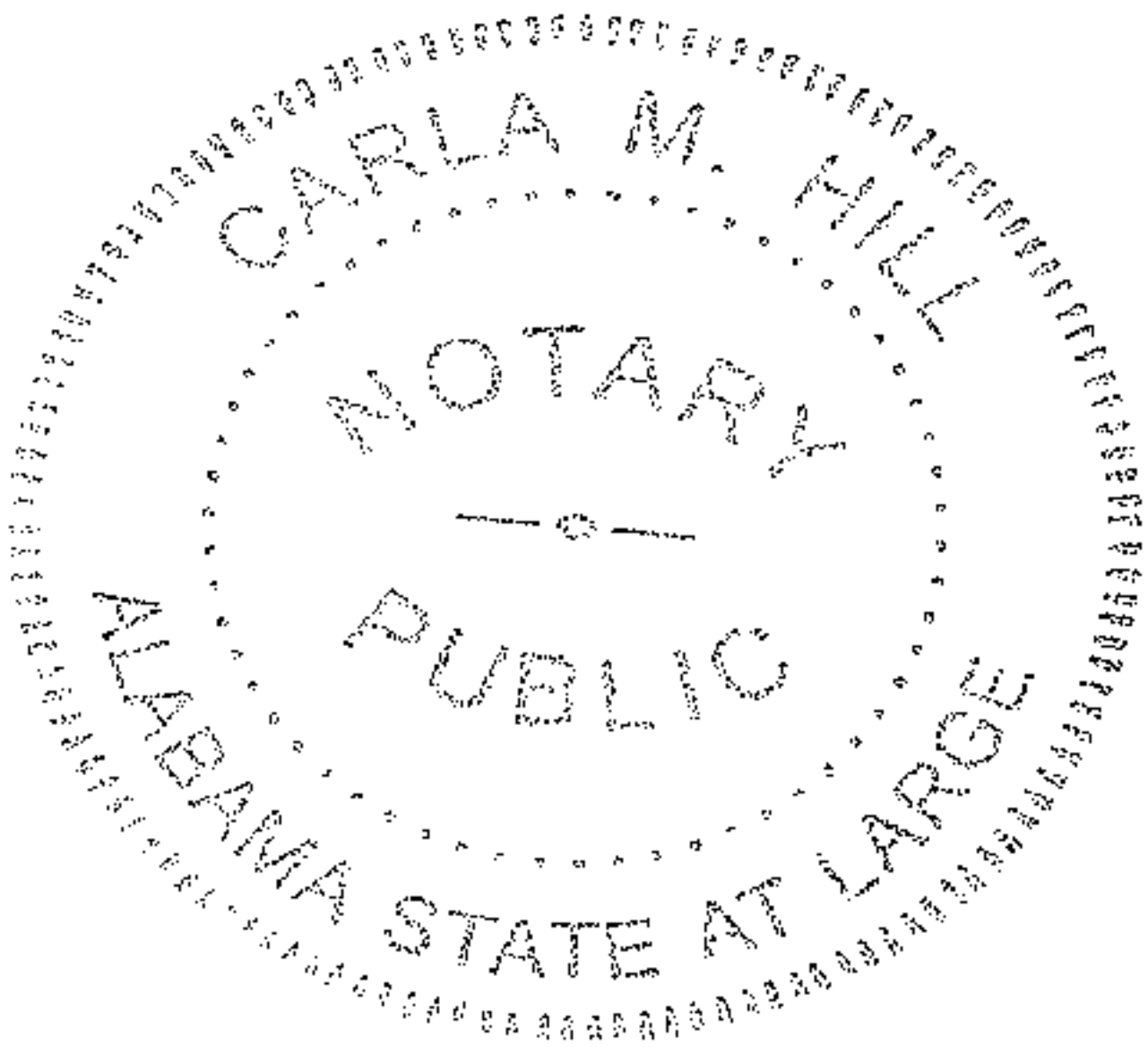
And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, 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 9th day of March, 20 20.

BLACKRIDGE 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 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 9th day of March, 20 20, 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 9th day of March, 20 20.
My Commission Expires: 03/23/23

[Signature]
Notary Public

Exhibit "A"
Property Description

Lot 1102, according to the Survey of Blackridge Phase 1C, as recorded in Map Book 49, Page 62 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. Restrictions appearing of record in Inst. No. 20171204000433480 and Amendment recorded in Inst. No. 20171204000433490, amended by Amendment recorded in Inst. No. 20190501000145750, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Certificate of Blackridge Residential Association, Inc. recorded in Inst. No. 20171204000433500, in the Office of the Judge of Probate of Shelby County, Alabama.
4. Less and except any part of subject property lying within any lake.
5. Riparian rights associated with the Lake under applicable State and/or Federal law.
6. Reservations, provisions, exceptions and conditions and rights set out in Real 112 page 876 and corrected by Real 328, at Page 1, and as set forth in that certain Deferred Interest Agreement of record in Real Book 247 page 599 and amended in Real Book 247 page 636 the Office of the Judge of Probate of Shelby County, Alabama.
7. Easement reservation as set out in Instrument 1994-3931, in the Probate Office of Shelby County, Alabama and Instrument 200260-2612 in the Office of the Judge of Probate of Shelby County, Alabama.
8. Telecommunication Cable Easement by Court Order as recorded in Inst. No. 2012021700059230 and Inst. No. 2012021300053280 in the Office of the Judge of Probate of Shelby County, Alabama.
9. Grant of easement to Alabama Power Company as recorded in Inst. No. 20151006000350460 and Inst. No. 20151006000324070, in the Office of the Judge of Probate of Shelby County, Alabama.
10. Assignment of Easement Rights by Riverwoods Holdings, LLC to Blackridge Partners, LLC as recorded in Instrument No. 20151230000443770, in the Office of the Judge of Probate of Shelby County, Alabama.
11. Covenants, conditions, easements, restrictions, prohibitions and requirements contained in Declaration of Restrictive Covenants by and between Blackridge Partners, LLC and the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act as recorded in Inst. No. 2016-248830 and recorded map relating thereto as recorded in Inst. No. 2016-248840, in the Office of the Judge of Probate of Shelby County, Alabama.
12. Right of Way Agreement granted to The Water Works Board of the City of Birmingham as recorded in Inst. No. 20170918000338670, in the Office of the Judge of Probate of Shelby County, Alabama.
13. The following 24 month chain of title is being shown per customer request and is for informational purposes only:
14. Blackridge Partners, LLC, an Alabama limited liability company, acquired title by Quitclaim Deed recorded as Instrument No. 20170517000171950 filed on May 17, 2017.
15. Blackridge Partners, LLC, an Alabama limited liability company, acquired title by Statutory Warranty Deed recorded as Instrument No. 20151230000443720 filed on December 30, 2015.
16. Building setback lines and easements as shown on the Final Plat of the Subdivision of Blackridge Phase 1B recorded in Map Book 48, Page 84A and 84B as Instrument No. 20171201000431150 in the Probate Office of Shelby County, Alabama on December 1, 2017.
17. Fifteen-foot sanitary sewer easement adjacent to road as shown on the Final Plat of the Subdivision of Blackridge Phase 1B recorded in Map Book 48, Page 84A and 84B as Instrument No. 20171201000431150 in the Probate Office of Shelby County, Alabama on December 1, 2017.
18. 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.
19. 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. 20180926000344020 in the Probate Office of Probate of Shelby County, Alabama on September 26, 2018.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Any loss or claim arising out of the 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 Instrument No. 20170517000171950 in the Probate Office of Shelby County, Alabama on May 17, 2017.

26. Any loss or claim arising out of the 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 Instrument No. 20170517000171960 in the Probate Office of Shelby County, Alabama on May 17, 2017.

27. 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, recorded in Instrument No. 20170517000171960 in the Probate Office of Probate of Shelby County, Alabama on May 17, 2017.

28. Terms, conditions, rights, exceptions and reservations set forth in Deed of Temporary Easement for temporary access purposes by CSX Transportation, Inc., a Virginia corporation, in favor of the City of Hoover, a body corporate and politic under the laws of the State of Alabama, as recorded in Instrument No. 20170908000328510 in the Probate Office of Probate of Shelby County, Alabama on September 8, 2017, and the lack of a right of access to and from the Land that would result from the termination of said easement.

29. Terms, conditions, rights, exceptions and reservations set forth in Deed of Easement for roadway easements, aerial easement and pier easements by CSX Transportation, Inc., a Virginia corporation, in favor of the City of Hoover, a body corporate and politic under the laws of the State of Alabama, as recorded in Instrument No. 20170908000328520 in the Probate Office of Probate of Shelby County, Alabama on September 8, 2017, and the lack of a right of access to and from the Land that would result from the termination of said easement.

30. 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 Instrument No. 20170918000338670 in the Probate Office of Probate of Shelby County, Alabama on September 18, 2017.

(Affects subject property and Common Area C-3)

31. 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; and Easement recorded on June 14, 2019 in Instrument Number: 20190614000210790.

32. 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.

33. 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.

34. Please note that Statutory Warranty Deed from Riverwood Holdings, LLC in favor of Blackridge Partners, LLC recorded as Instrument No. 20151230000443720 does not use the correct degrees symbol or the word "degrees" in the legal description of Parcels IV and V described in Exhibit A thereto.

35. Subject to City Ordinances recorded 9/20/2019 in Inst No. 20190920000345380, 20190920000345390 and 20190920000345400 in the office of the Judge of probate of Shelby County, Alabama.

36. Subject to Scriveners Affidavit dated 9/18/2018 and recorded 9/26/2018 in Instrument # 20180926000343070 in the Office of the Judge of Probate of Shelby County, AL.

37. Subject to Grant of Easement in Land for Underground Subdivision recorded 6/14/2019 in Instrument #20190614000210790

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

Grantee's Name Douglas A. Light, Sr. and Janice F. Light
 Mailing Address _____

Property Address 3165 Iris Drive
Hoover, AL 35244

Date of Sale March 6, 2020
 Total Purchase Price \$457,766.00

Or
 Actual Value \$ _____
 Or
 Assessor's Market Value \$ _____



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County, Alabama, County
 Clerk
 Shelby County, AL
 03/10/2020 11:59:29 AM
 \$220.00 CHERRY
 20200310000094810

Allen S. Byrd

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: March 6, 2020

Joshua L. Hartman

_____ Unattested

(verified by)

Sign

(Grantor/Grantee/ Owner/Agent) circle one