

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice To:
Embridge Homes, LLC
5406 Highway 280, Suite C101
Birmingham, AL 35242

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)



20201211000567060 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
12/11/2020 08:08:10 AM FILED/CERT

That in consideration of One Hundred Five Thousand and no/100 (\$105,000.00) Dollars to the undersigned grantor, **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, (herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **EMBRIDGE HOMES, LLC**, an Alabama limited liability company (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT “A” FOR LEGAL DESCRIPTION

The entire 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 grantee, its successors and assigns forever.

And the Grantor does hereby covenant with the Grantee, 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 December, 2020.

LAKE WILBORN PARTNERS, LLC

By: SB HOLDING CORP.
Managing Member

By: 
Daryl Spears
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 Daryl Spears, whose name as Authorized Representative of SB HOLDING CORP., an Alabama corporation, Managing Member of LAKE WILBORN 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 December, 2020, 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, acting in its capacity as Managing Member of said limited liability company.

Given under my hand and official seal this 4th day of December, 2020.




Notary Public
My Commission Expires: 06/02/2023

CLAYTON T. SWEENEY, ATTORNEY AT LAW

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 646, according to the Survey of Lake Wilborn-Phase 6C, as recorded in Map Book 53, Page 35, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Taxes for the year 2021 and subsequent years, a lien not yet due and payable; (2) Easement(s), building line(s) and restriction(s) as shown on recorded map; (3) Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company as recorded in Instrument #2018-39221; Instrument #2018-23048 and Instrument #2019-25399; (4) Easement for Pole Line in favor of Alabama Power Company as recorded in Instrument# 2017-10232; (5) Reservation and Grant of Easements and Restrictive Covenants as recorded in that deed from United States Steel Corporation to P.R. Wilborn, LLC as recorded in Instrument #2016-5874 as amended by Instrument #2018-15451; (6) Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions as recorded in Shelby County Instrument #2017-33399 as amended from time to time to add additional property; (7) Non-exclusive easement for ingress and egress and public utilities as set forth in Instrument 1994-03931 Shelby County and Instrument 200260-2612 and 9402-4111 Jefferson County, Alabama; (8) Subject to all easements, setback lines, water lines, restrictions, sanitary sewer, variable sanitary sewer easement and common areas as set forth in Map Book 52, Page 97; (9) Sanitary sewer easement in favor of Jefferson County Alabama as recorded in Instrument 2018-1676; (10) Railroad right of way as set forth in DT page 655 and Deed Book 11, page 344; (11) Railroad right of way as set forth in Deed Book 311, pages 295, 297, 301 and 303; (12) Right of way to Alabama Power Company as recorded in Deed 239, page 539; (13) Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #628 dated 9/10/1914 as amended by Bessemer Real Volume 1015, page 69; (14) Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #2137 dated 8/6/1929 as amended by Bessemer Real Volume 1015, page 72; (15) 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; (16) Right of way to Alabama Power Company recorded at Birmingham Volume 730, Page 383; (17) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Bessemer Volume 326, Page 101; (18) Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138, Page 91, Deed Book 138, page 96, and Deed Book 238, Page 137; (19) Right of way to Alabama Power Company as recorded in Volume 143, Page 353; (20) Mineral and mining rights recorded in Volume 205, Page 698; (21) Right of way to Alabama Power Company as recorded in Real Volume 26, page 773 in Jefferson County, Alabama; (22) Cable right of way easement agreement between CSX Transportation and US Sprint Communications as recorded in Real 323, Page 338; (23) Right of way to Alabama Power Company as recorded in Deed 239, Page 539; (24) Transmission line permit to Alabama Power Company as set forth in Deed Book 138, Page 91; Deed Book 138, page 96 and Deed Book 238, Page 137; (25) Title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto including rights set out in Deed Book 4, Page 60; Volume 205, Page 698; Real 112, Page 876 as corrected by Real 328, Page 1; Book 180, Page 715; Real Book 247, Page 599, Real Book 247, Page 636 and Instrument #2002-22980; (26) Boundary line agreement as recorded in Deed Book


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183, Page 39; (27) Easement to BellSouth Communications as recorded in Instrument #2020-10783; (28) Conditions, restrictions, easements and reservations as contained in that deed from U.S. Steel to P.R. Wilborn, LLC as recorded in Instrument #2016-5874; (29) Mineral and mining rights and all rights incident thereto including release of damages as contained in that deed from U.S. Steel to P.R. Wilborn, LLC as recorded in Instrument #2016-5874; (30) Perpetual Nonexclusive Easement Agreement from CSX Transportation, Inc. to Alabama Power Company as recorded in Instrument #1994-37738; (31) Easement from CSX Transportation, Inc. to Riverwoods Properties, LLC as recorded in Instrument #2003-53593.



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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 Lake Wilborn Partners, LLC
3545 Market Street
Mailing Address Hoover, AL 35226

Grantee's Name Embridge Homes, LLC
5406 Hwy 280, Ste. C101
Mailing Address Birmingham, AL 35242

Property Address 2278 Old Gould Run
Hoover, AL 35244

Date of Sale December 4, 2020

Total Purchase Price \$ 105,000.00

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
☒ Closing Statement

- ☐ Appraisal
☐ Other
☐ Deed

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).

Lake Wilborn Partners, LLC, an Alabama limited liability company
By: SB Holding Corp., an Alabama corporation
Its: Managing Member

Date _____

Print Daryl Spears, CFO

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one



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