

20240126000020680 1/3 \$595.00 Shelby Cnty Judge of Probate, AL 01/26/2024 11:49:53 AM FILED/CERT

This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East, Suite 160 Birmingham, AL 35223 Send Tax Notice To: Clyde Bridges Herring and Mary Allison Herring 2436 Murphy Pass Birmingham, AL 35244

STATE OF ALABAMA)	STATUTORY WARRANTY DEED
COUNTY OF SHELBY)	

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Five Hundred Sixty Six Thousand Five Hundred Thirty Six and NO/100 Dollars (\$566,536.00), and other good and valuable consideration, this day in hand paid to the undersigned Embridge Fine Homes, LLC, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, Clyde Bridges Herring and Mary Allison Bridges, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion (hereinafter referred to as GRANTEES), the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

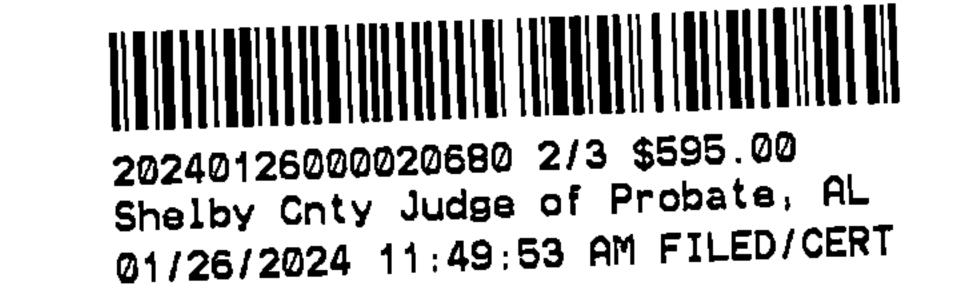
Lot 944, according to the Amended Plat Lake Wilborn Phase 7, as recorded in Map Book 58, Pages 18A, B and C, in the Probate Office of Shelby County, Alabama.

This instrument is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

\$378,436.00.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

SUBJECT TO:

- 1. Ad valorem taxes for 2024 and subsequent years not yet due and payable until October 1, 2024.
- 2. Existing covenants and restrictions, easements, building lines and limitations of record.
- 3. Grant of land Easement in Land for an Underground Subdivision in favor of Alabama Power Company as recorded in Instrument #2018-23048.
- 4. Easement Agreement between United States Steel Corporation and P.R. Wilborn, LLC recorded in Shelby County Instrument #2016-5873 as amended in Instrument #2018-15448.
- 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 Shelby County 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 (this sector added by the 19th Amendment recorded in Instrument #2023-13871).
- 7. All easements, set back lines, water lines, restrictions, sanitary sewer, variable sanitary sewer easement and common areas as set forth in Map Book 58 Pages 18A, B, and C.
- 8. Sanitary sewer easement in favor of Jefferson County as recorded in Instrument 2018-1676.
- 9. Railroad right of way as set forth in DT page 655 and Deed Book 11, page 344.
- 10. Railroad right of way as set for in Deed Book 311, Pages 295, 297, 301 and 303.
- 11. Easement to US Sprint Communications Company as recorded in Real Book 323, Page 338.
- 12. Right of way to Alabama Power Company as recorded in Deed 239, page 539.
- 13. Declaration of Restrictive Covenants as recorded in Instrument #2023-8766.
- 14. Walkway easement as described in Instrument #2016-5874...
- 15. Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138 page 91, Deed Book 138 page 91.
- 16. Grant of Easement in land for Underground Subdivision in favor of Alabama Power Company as recorded in Instrument #2018-23048.
- 17. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including right set in Deed Book 4, Page 60; Deed Book 17, Page 1; Deed Book 205, Page 698; Deed Book 112, Page 876 as corrected by Real 328, Page 1; Book 180, Page 715; Real Book 247, Page 599; Real Book 247, Page 636; Real Book 370, Page 923; Instrument #2000-31941 and Instrument #2002-22980, as recorded in Bessemer Volume 326, Page 101, in the Probate Office of Shelby County, Alabama.
- 18. Boundary line agreement as recorded in Deed Book 183, Page 39.



- 19. 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.
- 20. Mineral and mining rights and 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.
- 21. Easement to Sprint Communications Company as recorded in Instrument #2012-5328.
- 22. Right in favor of Alabama Power Company through condemnation proceedings filed in Case No. 27-254 and Case No. 28-57.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

IN WITNESS WHEREOF, said GRANTOR has through its duly authorized representative hereunto set its hand and seal this the 24th day of January, 2024.

By: Clayton T. Sweeney

STATE OF ALABAMA

Closing Manager

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Clayton T. Sweeney, whose name as Closing Manager of Embridge Fine Homes, LLC, an Alabama limited liability company is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he as such Closing Manager and with full authority, signed the same voluntarily for and as the act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 24th day of January, 2024.

NOTARY PUBLIC

My Commission Expires: 10/30/24

NAOMI HERRON
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES OCT. 30, 2024

Real Estate Sales Validation Form

20240126000020680 3/3 \$595.00 Shelby Cnty Judge of Probate, AL

This Document must be filed in accordance with Code of Alabama 1975, Se

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Grantor's Name	Embridge Fine Homes, LLC	Gra	antee's Name	Clyde Bridges Herring and Mary Allison Herring
	#400 Llung 200 Sto C101			2436 Murphy Pass
Mailing Address	5406 Hwy. 280, Ste. C101 Birmingham, AL 35242	Ma	iling Address	Birmingham, AL 35244
	2436 Murphy Pass		Date of Sale	January 22, 2024
Property Address	Birmingham, AL 35244	L 35244		<u>January 23, 2024</u>
		-	Total Purchase Price	\$ 566,536.00
			or	
			Actual Value	<u>\$</u>
			or	
		Ass	essor's Market Value	<u>\$</u>
The purchase price of (check one) (Record	r actual value claimed on this form ca dation of documentary evidence is not	n be verified in required)	the following docume	ntary evidence:
☐ Bill of Sale☐ Sales Contract☑ Closing Statement		Appra		
If the conveyance do is not required.	cument presented for recordation con	tains all of the r	equired information re	eferenced above, the filing of this form
		Instructions		
Grantor's name and mailing address.	mailing address - provide the name	of the person	or persons conveyir	ng interest to property and their current
Grantee's name and	mailing address - provide the name o	f the person or	persons to whom inte	rest to property is being conveyed.
Property address - to property was convey	•	eing conveyed	, if available. Date of	Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purcha	ase of the prope	erty, both real and per	sonal, being conveyed by the instrumen
Actual value - if the postered for record. The	property is not being sold, the true vains may be evidenced by an appraisal	lue of the prope conducted by a	rty, both real and per licensed appraiser o	sonal, being conveyed by the instrumen responsible the assessor's current market value.
the property as dete	ed and the value must be determined, rmined by the local official charged will be penalized pursuant to <u>Code of Ala</u>	th the responsit	bility of valuing prope	ralue, excluding current use valuation, or the state of the second representation and the result of the state of the second representation and the result of the state of the
l attest, to the best of that any false statem (h).	f my knowledge and belief that the information in the second second result in the seco	ormation contain the imposition	ned in this document on of the penalty indic	is true and accurate. I further understand ated in <u>Code of Alabama 1975</u> § 40-22-
Date		Print	Embridge Fine Homes by: Clayfon T. Sweer	s, LLC ney, Clasing Manager
Unattested	(verified by)	Sign	(Grantor/Grantee	Owner Agent) circle one