ŧ non	recording	return	this instrumen	t to:
	272			

### **RECORDING USE ONLY:**

Michael Martin and Katherine Thaggard Martin 3529 Grand Central Avenue Fultondale, Alabama 35068

### Mail tax notice to:

Michael Martin and Katherine Thaggard Martin 3529 Grand Central Avenue Fultondale, Alabama 35068

#### This instrument was prepared by:

Michael M. Partain, Esq. 2233 2<sup>nd</sup> Avenue North Birmingham, Alabama 35203

The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Ala. Code (1975) §40-22-1

Grantor's Name and Mailing Address:

Shelby Investments, LLC 1511 Highway 13 Helena, Alabama 35080 Grantee's Name and Mailing Address:

Michael Martin and Katherine Thaggard Martin 3529 Grand Central Avenue Fultondale, Alabama 35068 **Property Address:** 

72 Hancock Way Helena, Alabama 35080

Date of Sale:

April 25, 2024

Purchase Price:

\$200,000.00

Note: A portion of the Purchase Price was paid with a loan in the amount of \$160,000.00 that is secured by a mortgage recorded simultaneously herewith.

The purchase price of	r actual value claimed in	this instrument can be veri	fied in the following	documentary evidence	<b>:</b>
Bill of Sale	Sales Contract	X Closing Statement	Appraisal	Other	
STATE OF ALABAMA		)			
COUNTY OF S	HELBY	)			

### GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to **Shelby Investments, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **Michael Martin** and wife, **Katherine Thaggard Martin**, adult persons (the "Grantees"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, and convey unto the Grantees for and during their joint lives as joint tenants 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, that certain parcel of real estate situated in Shelby County, Alabama,

TOGETHER WITH all and singular, the rights, tenements, appurtenances, and hereditaments thereunto belonging or in any ways appertaining to the Property unto the Grantees, and its heirs and assigns forever, in fee simple, free and clear of all liens and encumbrances, unless otherwise set forth herein on **EXHIBIT B** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD to the Grantees for and during their joint lives as joint tenants 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, together with every contingent remainder and right of reversion.

Grantor does hereby covenant with the Grantees, their heirs and assigns, that the Grantor is lawfully seized in fee simple of the Property and has a good right to sell and convey the Property. The Grantor does hereby warrant the title to the Property, and will defend the same to the Grantees, their heirs and assigns forever, against the lawful claims of all persons and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances, against which Grantor shall not defend.

Grantor:

Shelby Investments, LLC

Tim Webster

Its: Manager

# STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tim Webster whose name as Manager of **Shelby Investments**, **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, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

NOTARY SEAT My commission expires: 1-20-2025

# **EXHIBIT A**

# Legal Description of the Property

Lot 10, according to the Survey of Waverly Ridge Private Subdivision, as recorded in Map Book 59, Page 62, in the Office of the Judge of Probate of Shelby County, Alabama.

### **EXHIBIT B**

## **Permitted Exceptions**

- 1. Taxes due in the year of 2024, a lien, but not yet payable, until October 1, 2024, and subsequent years.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
- 3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under the Property.
- 4. Subject to all easements, covenants, restrictions, conditions and limitations recorded in the Probate Office of Shelby County, Alabama.
- Building set back line(s), easement(s) and restrictions, if any, as shown by record plat.
- 6. Declaration of Protective Covenants for Waverly Ridge as recorded in Instrument #2024-4957 in the Probate Office of Shelby County, Alabama.
- 7. Mineral and mining rights and all rights incident thereto, including release of damages, as contained in that deed from US Steel to Valley Creek Land & Timber, LLC as recorded in Instrument #2014-28107 in said Probate Office.
- 8. Restrictions, conditions, limitations and easements as contained in that deed from United States Steel Corporation to Valley Creek Land & Timber, LLC as recorded in Instrument #2014-28107 in said Probate Office.
- 9. Right of way to Shelby County as recorded in Deed Book 221, Page 410; Deed Book 261, Page 725, and Deed Book 262, Page 351, in said Probate Office.
- 10. Easement to Alabama Power Company as recorded in Instrument #2023-32574 in said Probate Office.
- Conveyance of mineral interests, as defined with in the document, from United States Steel Corporation to RGGS Land & Minerals Ltd. L.P. as recorded in Instrument #2004-14856 and Instrument #2004-14857 in said Probate Office.
- 12. Agreement with respect to surface and subsurface uses between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. as recorded in Instrument #2004-14858, as amended; and restricted by that certain Further Restriction of Real Estate Agreement between Valley Creek Land & Timber, LLC and RGGS Land & Minerals, Ltd. L.P. as recorded in Instrument #2021-27346 in said Probate Office.
- 13. Agreement to Grant Easements between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. as recorded in Instrument #2012-46491 in said Probate Office.

14. Reciprocal Access Easement between Valley Creek Land & Timber, LLC and SWF Birmingham as recorded in Instrument #2014-28115, as amended, in said Probate Office.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/26/2024 11:26:02 AM
\$74.00 BRITTANI
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