

Upon recording return this instrument to:

Gregory Herbinger and Lisa Allison Herbinger
265 Big Pine Drive
Helena, AL 35080

This instrument was prepared by:

Michael M. Partain, Esq.
2233 2nd Avenue North
Birmingham, Alabama 35203

Mail tax notice to:

Gregory Herbinger and Lisa Allison Herbinger
265 Big Pine Drive
Helena, AL 35080

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

Date of Sale:

July 29, 2024

Purchase Price:

\$225,000.00

Grantor's Name and Mailing Address:

Warren Pruitt and Stacey Pruitt
523 Sheffield Way
Birmingham, AL 35242

Grantee's Name and Mailing Address:

Gregory Herbinger and Lisa Allison Herbinger
265 Big Pine Drive
Helena, AL 35080

Property Address:

175 Big Pine Drive
Helena, Alabama 35080

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:

☐ Bill of Sale ☐ Sales Contract ☒ Closing Statement ☐ Appraisal ☐ Other

STATE OF ALABAMA)
COUNTY OF SHELBY)

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 **Warren Pruitt** and wife, **Stacey Pruitt**, married adult persons (the "Grantors"), in hand paid by **Gregory Herbinger** and wife, **Lisa Allison Herbinger**, adult persons (the "Grantees"), the receipt of which is hereby acknowledged, the Grantors do 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, being more fully described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

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 their 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.

Grantors do hereby covenant with the Grantees, their heirs and assigns, that the Grantors are lawfully seized in fee simple of the Property and have a good right to sell and convey the Property. The Grantors do 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 Exceptions, against which Grantors shall not defend.

IN WITNESS WHEREOF, Grantors have executed this instrument as of the 29th day of July, 2024.

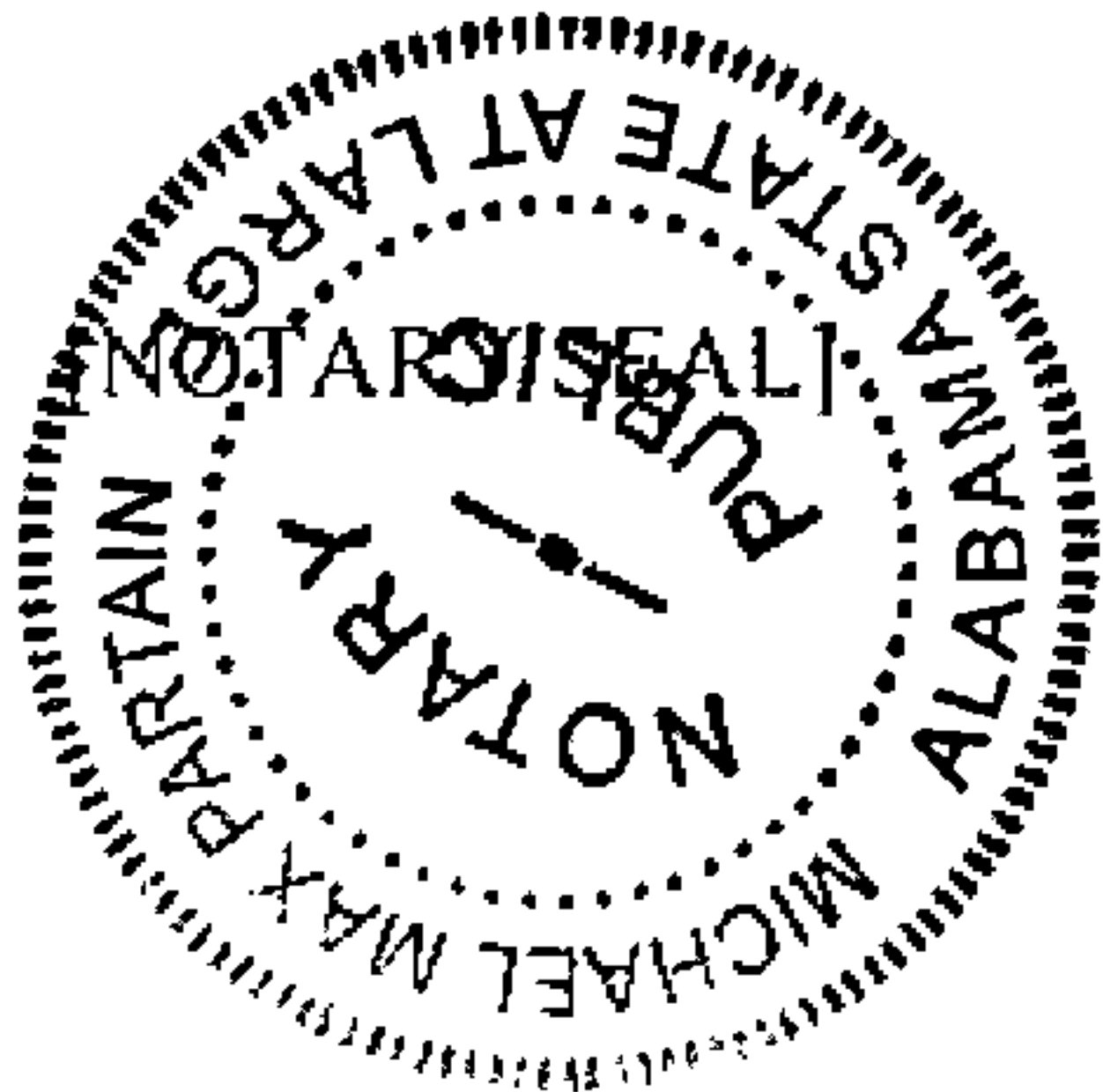
Grantors:

Warren Pruitt
Warren Pruitt
Stacey Pruitt
Stacey Pruitt

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Warren Pruitt and Stacey Pruitt, adult persons, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day and year the same bears date.

Given under my hand this 29th day of July, 2024.



Michael Max Partain
Notary Public
My commission expires: 1-20-2025

EXHIBIT A

Legal Description of the Property

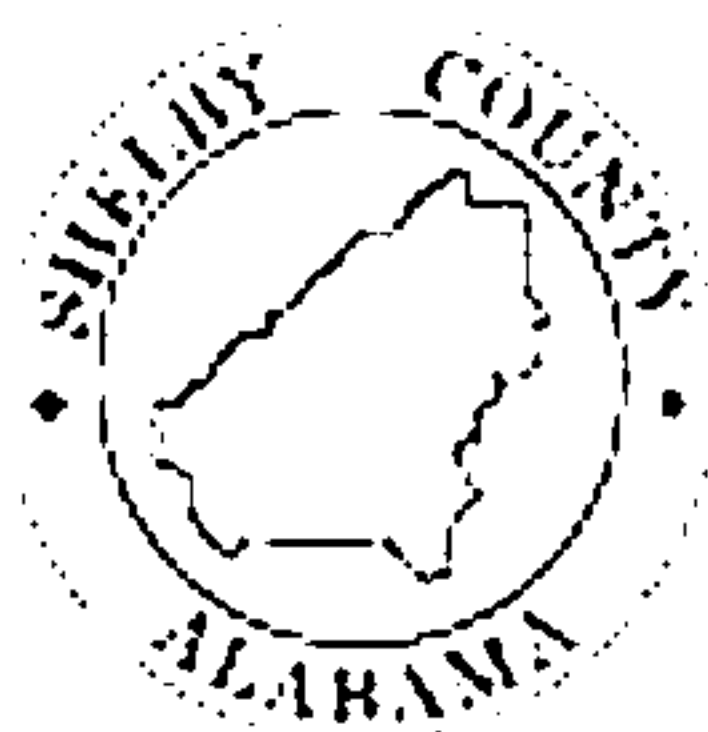
Lot 1 according to the Taylor Family Subdivision at Parkview as recorded in Map Book 54, Page 81 in the Probate Office of Shelby County, Alabama.

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. Right of way in favor of Shelby County Alabama recorded in Book 221, Page 410; Book 261, Page 725; and Book 262, Page 351, in the Probate Office of Shelby County, Alabama.
5. Agreement with Respect to Surface and Subsurface Uses Red and Blue Cross Hatched, Yellow Outline and Yellow Dots between United States Steel Corporation to RGGGS Land & Minerals, LTD., L.P., recorded as in 2004032000148580 and #20040609000311270 and further restricted by agreement recorded in Instrument 20161101000399740 in said Probate Office.
6. Agreement to Grant Easements from United States Steel Corporation to RGGGS Land & Minerals, LTD., L.P. dated February 26, 2004, recorded in Instrument #20121205000464910 in said Probate Office.
7. Special Warranty Deed to Minerals from United States Steel Corporation to RGGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148560 and #20040323000148570 and further restricted by agreement recorded in Instrument #20161101000399740 in said Probate Office.
8. Subject to an Assignment and Assumption Agreement by and between United States Steel Corporation and Valley Creek Land & Timber, LLC concerning RGGGS Land and Minerals, Ltd., L.P., a Delaware limited liability partnership recorded in Instrument 201410150000328270. in said Probate Office
9. Subject to any public utilities lying within the boundaries of the Property.
10. Subject to the terms, conditions, limitations, rights, privileges, and immunities as set forth in that certain deed recorded in Instrument 20140908000281070 in said Probate Office.
11. Subject to a right of way to Shelby County Alabama and quitclaim of old roadway as set forth in Instrument B13966 and as Deed Book 262, Page 351, in said Probate Office.
12. Subject to Coal Seam Gas Lease by and between United States Steel Corporation and GeoMet, Inc. dated April 9, 2002 as set forth in C&A 8009 and Memorandum of Second Amendment to Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated August 14, 2003 and recorded in Instrument #20031010000683160 and Notice of Extension of Coal Seam Gas Lease between GeoMet and United States Steel Corporation dated April 4th, 2013 and recorded in

Instrument#20130410000147990 Ratification of Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated October 21, 2013 and recorded in Instrument #20131105000436370 in said Probate Office.

13. Subject to a 60 foot ingress and egress, drainage and utility easement as shown in Map Book 51, Page 84, in said Probate Office.
14. Subject to a Declaration of Protective Covenants for Parkview Farms, a Residential Subdivision as recorded in Instrument No. 20200929000438540 and First Amendment of Declaration of Protective Covenants for a Residential Subdivision as recorded in Instrument No.20210827000418120 and Amended and Restated First Amendment of Declaration of Protective Covenants for Parkview Farms, a Residential Subdivision as recorded in Instrument 20220411000148170 in said Probate Office.
15. Building lines, terms, conditions, provisions and easements as shown on that certain Plat Map recorded in Map Book 54, Page 81, in said Probate Office.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/30/2024 08:26:53 AM
\$259.00 JOANN
20240730000233780

Allen S. Bayl