

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

Send Tax Notice to:  
SB HOMES, LLC  
125 Hampton Lake Drive  
Pelham, AL 35124

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Forty Thousand and No/100 Dollars (\$40,000.00)** to the undersigned grantor, **RIDGE CREST PROPERTIES, LLC**, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **RIDGE CREST PROPERTIES, LLC**, an Alabama Limited Liability Company, by these presents, grant, bargain, sell and convey unto **SB HOMES, LLC**, an Alabama Limited Liability Company (hereinafter referred to as "Grantee", whether one or more), as joint tenants with the right of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-106, according to the Survey of Chelsea Park, First Sector, Phase IV, as recorded in Map Book 36, Page 24, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to the use the Common Areas as more particularly described in the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park First Sector, filed for record as Instrument No. 200410260000590790 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above Property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2015 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restriction(s) as shown on recorded maps.
- (3) Easement to Level 3 Communications, LLC, recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671 in the Probate Office of Shelby County, Alabama (the "said Probate Office").
- (4) Easement to Colonial Pipeline Company as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 in said Probate Office.
- (5) Easements, covenants, conditions, restrictions and reservations and agreements as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (6) Notice of Final Assessment of Real Property by the Chelsea Park Improvement District One, as recorded in Instrument No. 20050209000065520 in said Probate Office.
- (7) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District One Articles of Incorporation as recorded in Instrument No. 20041223000699620 in said Probate Office.
- (8) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in Instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Chelsea Park Residential Association, Inc., as recorded in Instrument No. 200413 at page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park First Sector, Phase I and II, as recorded in Instrument No. 200410260000590790, Supplemental Declaration and Amendment to Declaration of Covenants for Chelsea Park, First Sector, Phase 3 and 4, as recorded in Instrument No. 20060605000253850 and covenants recorded in and Instrument No. 2005-56408, Instrument No. 2004-56695, Instrument No. 2005-56411 and Instrument No. 20050425000195430 and all covenants, conditions, restrictions and liens for assessments contained therein, all being recorded in the Probate Office of Shelby County, Alabama.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

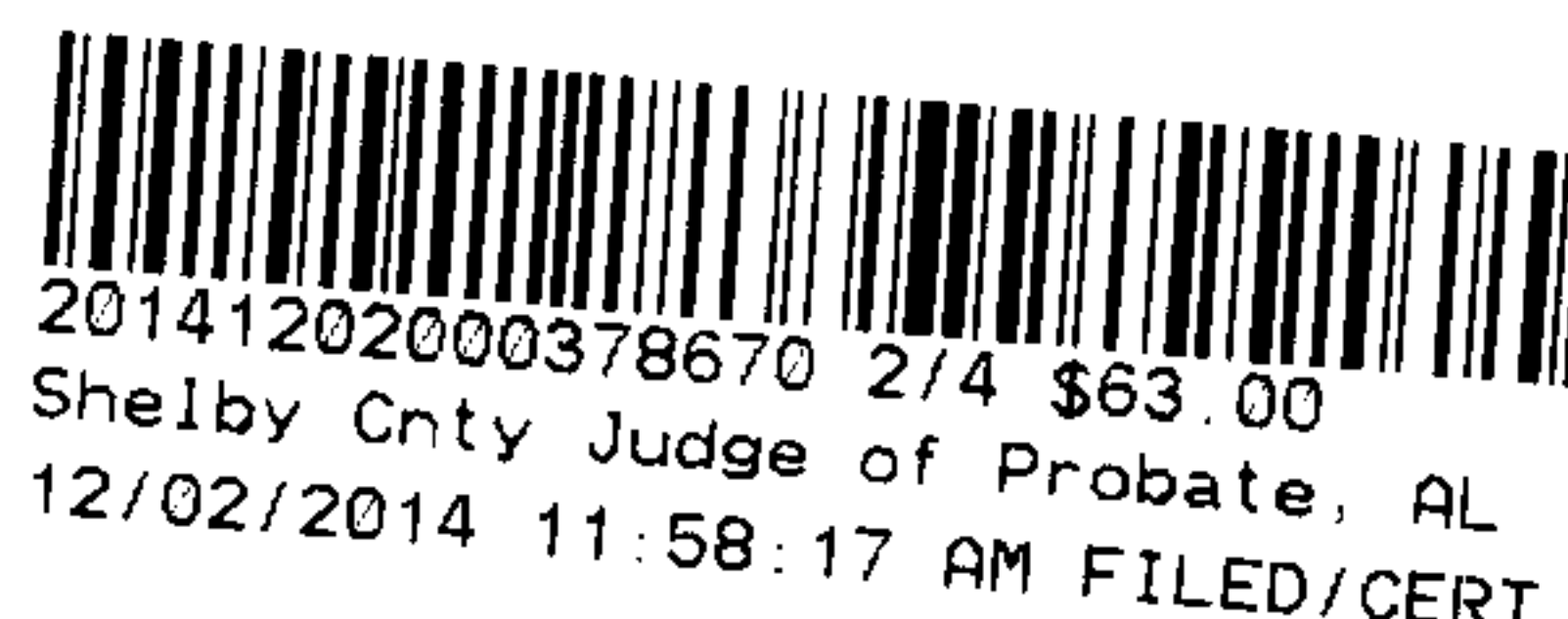


- (9) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and 20051222000659740 in said Probate Office.
- (10) Right of way granted to Alabama Power Company recorded in Instrument No. 20060630000314940; Instrument No. 20050203000056210 and Instrument No. 20060828000422650 in said Probate Office.
- (11) Mineral and mining rights, including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as set out in Instrument No. 20111207000368880 in said Probate Office.
- (12) Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Instrument No. 20061229000634390 in said Probate Office.
- (13) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460.
- (14) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No. 20050714000353260.
- (15) Conservation Easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 2003122200082280; Instrument No. 20041228000703980; and Instrument No. 20041228000703990.
- (16) Easement Agreement between Chelsea Park Investments, Ltd. Chelsea Park, Inc. and Chelsea Park Properties, Ltd., as set forth in Instrument No. 20040816000457750.
- (17) Release of damages as recorded in Instrument No. 20060424000189000 and Instrument No. 20060720000351150

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the members, officers, directors, employees and agents of general partners of Grantor or partners thereof; (ii) any successors or assigns of Grantor; and (iii) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD to 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 the 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 said Grantor does for itself, its successors and assigns covenant with said Grantees, their heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

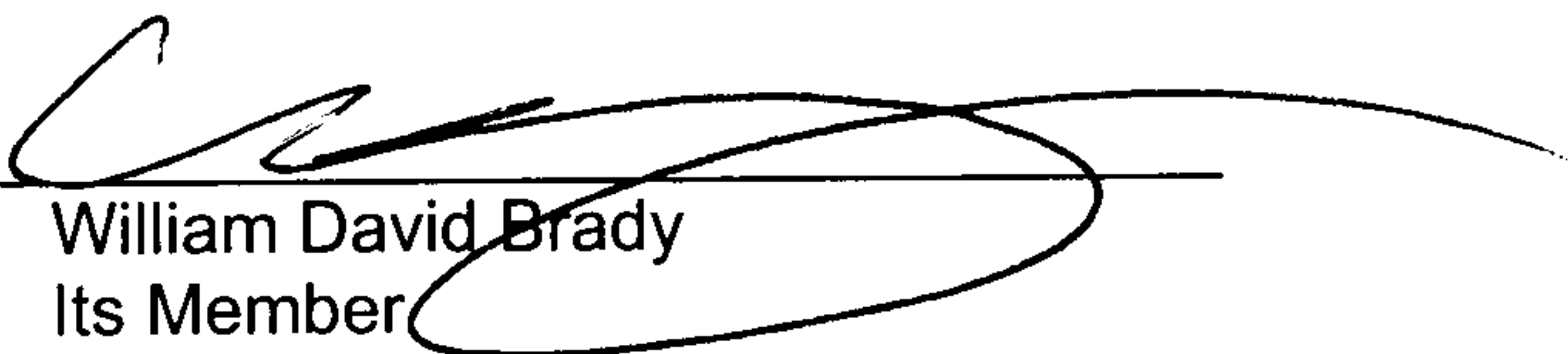
This instrument is executed as required by the Articles of Organization and operational agreement of said LLC and same have not been modified or amended.





IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 20<sup>th</sup> day of November, 2014.

SELLER:  
**RIDGE CREST PROPERTIES, LLC,**  
an Alabama Limited Liability Company

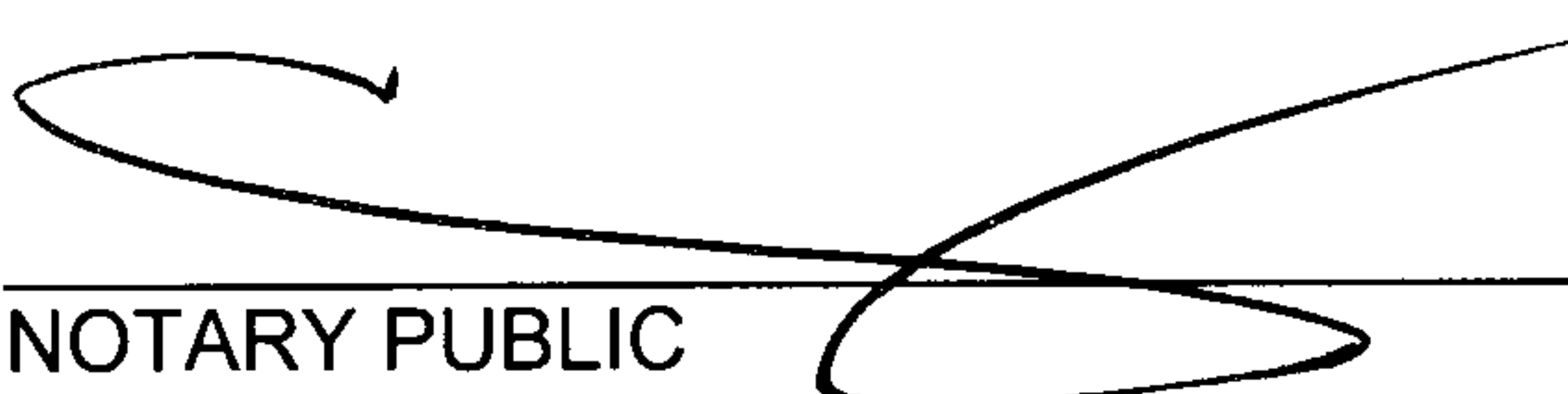
By:   
William David Brady  
Its Member

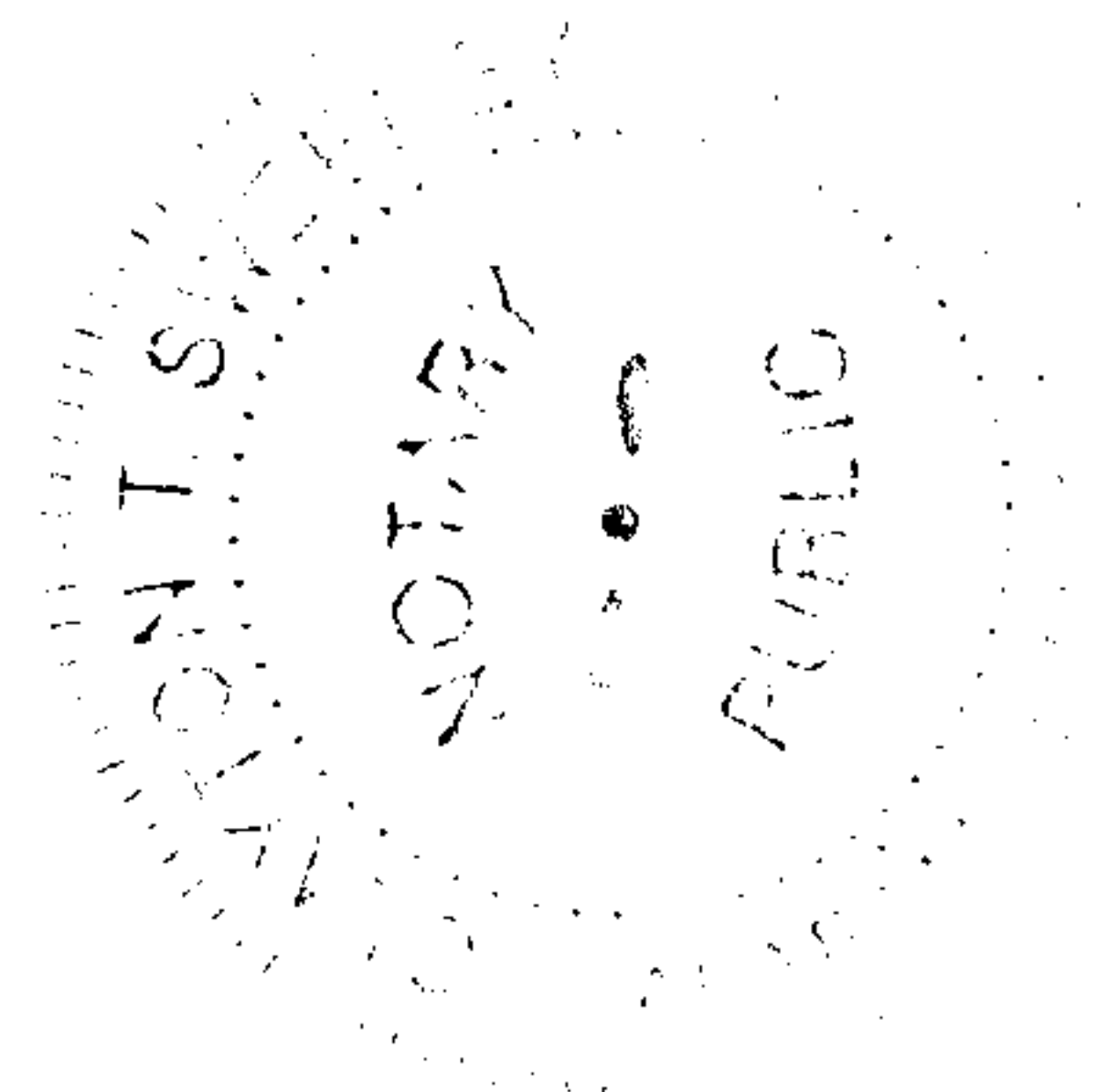
Ridge Crest Properties, LLC  
LOT 1-106 – SB Homes, LLC

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that William David Brady, whose name as Member of Ridge Crest Properties, LLC, an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Member, 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 of office this the 20<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: 6/5/2015



# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Ridge Crest Properties, LLC	Grantee's Name	SB Homes, LLC
Mailing Address	13521 Hwy. 280, Ste. 101 Birmingham, AL 35242	Mailing Address	125 Hampton Lake Drive Pelham, AL 35124
Property Address	1083 Dunsmore Drive Chelsea, AL 35043	Date of Sale	November 204, 2014
		Total Purchase Price	\$ 40,000.00
		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)

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> 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).

Date \_\_\_\_\_

Ridge Crest Properties, LLC  
Print by: William David Brady, Member

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

