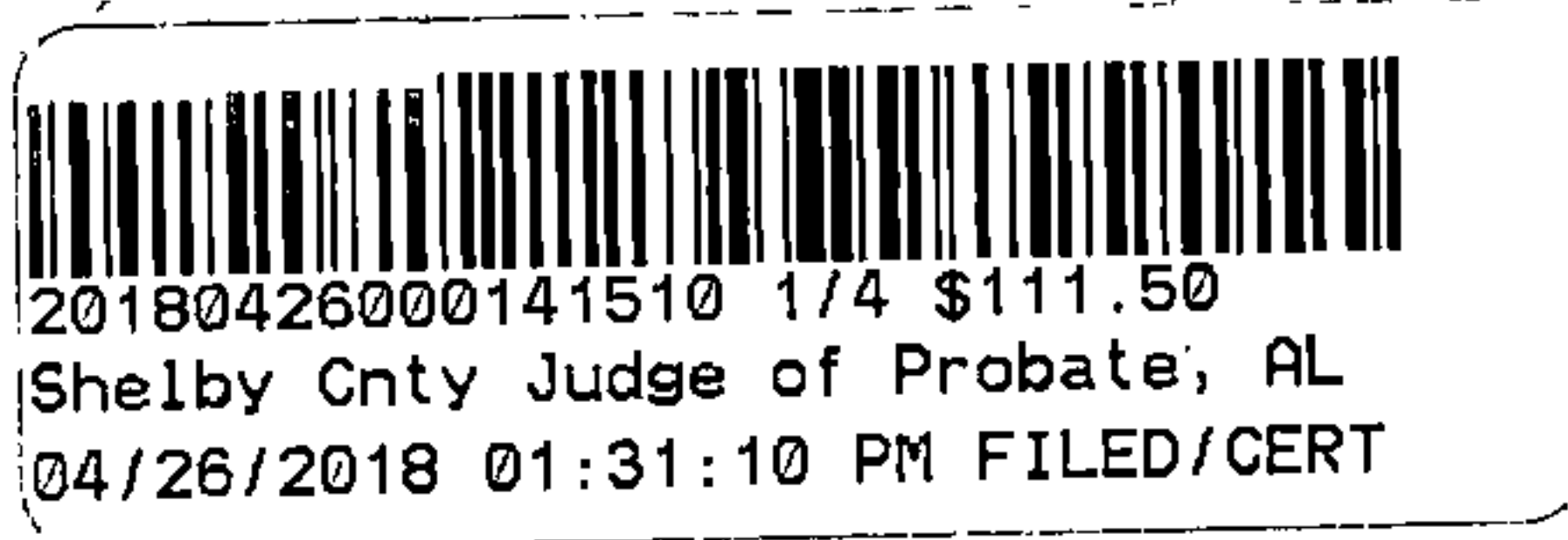


This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
Chip Ray Ward and Tonya H. Ward  
1019 Pine Cliff Circle  
Birmingham, AL 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

STATUTORY WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Four Hundred Thirty Seven Thousand One Hundred Seventy Five and NO/100 Dollars (\$437,175.00)** to the undersigned grantor, **Ridge Crest Homes, LLC**, an Alabama limited company (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said **Ridge Crest Homes, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **Chip Ray Ward and Tonya H. Ward** (hereinafter referred to as "GRANTEES", whether one or more), 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, the following described real estate (the "property"), situated in **Shelby County, Alabama**, to-wit:

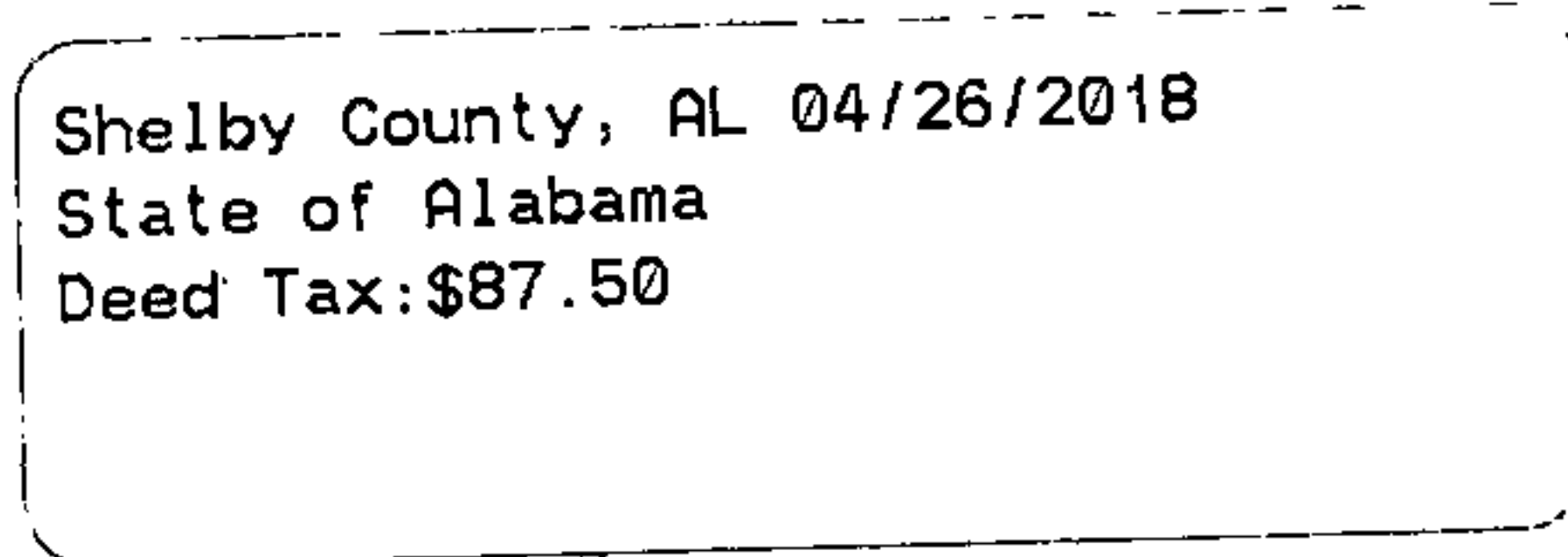
Lot 2126, according to the Survey of Highland Lakes, 21st Sector, Phase I & II, an Eddleman Community, as recorded in Map Book 30, Page 6 A and B, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 21st Sector, Phase I & II, recorded as Instrument No. 20020716000332740 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

\$349,740.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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.

The above property is conveyed subject to:



- (1) Ad Valorem taxes due and payable October 1, 2018 and all subsequent years thereafter, including any "roll-back taxes."
- (2) Public utility easements as shown by recorded plat, including any tree bufferline as shown on recorded plat.
- (3) Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument #1994-07111, amended in Instrument #1996-17543 and further amended in Inst. #1999-31095, in said Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947, in the Office of the Judge of Probate of Jefferson County, Alabama.
- (4) Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 21st Sector, Phase I & II, as recorded as Instrument #2000-14316, in said Probate Office.
- (5) Subdivision restrictions, limitations and conditions as set out in Map Book 30, Page 6 A & B, in said Probate Office.

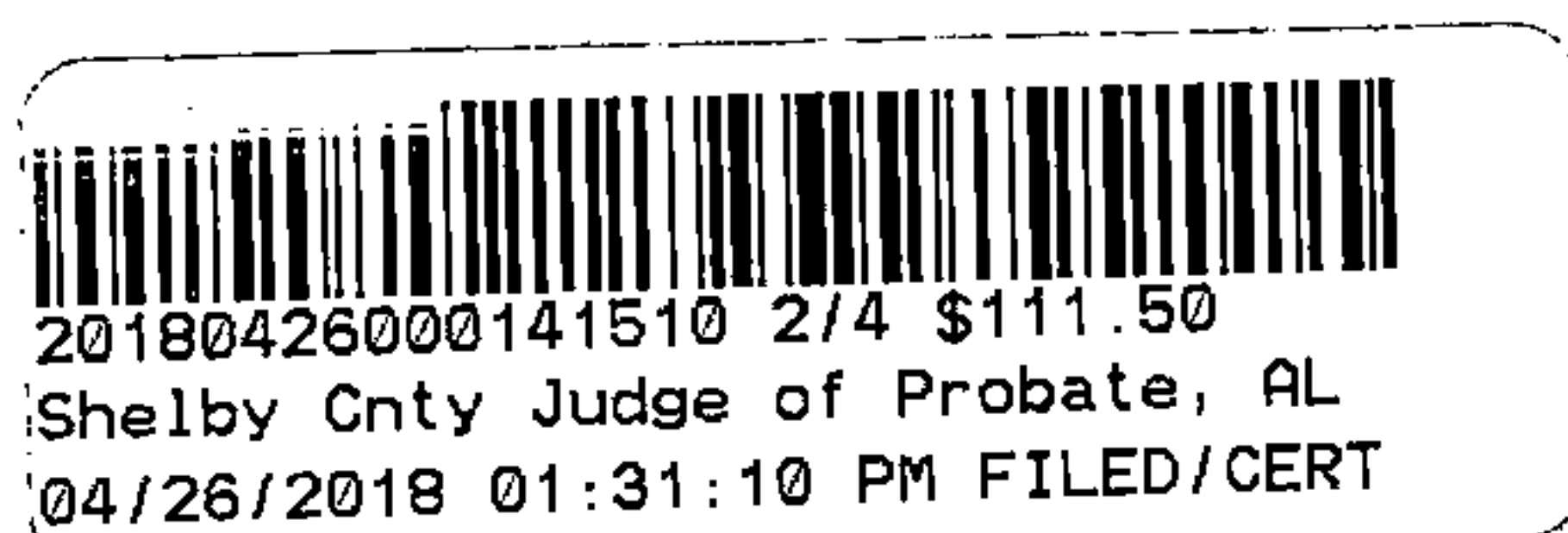
CLAYTON T. SWEENEY, ESQUIRE, ATTORNEY AT LAW



- (6) 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 Book 28, Page 237, Instrument 1998-7776; Instrument 1998-7777; Instrument 1998-7778, and Instrument 20020723000343340, in said Probate Office.
- (7) Subject to the provision of Sections 2.3 and 2.6 of the Declaration, the property shall be subject to the following minimum setbacks:
  - (a) As per plot plan which must be approved by the ARC;
- (8) Lake Easement Agreement executed by Highland Lakes Properties, Ltd. and Highland Lakes Development, Ltd., providing for easements, use by others, and maintenance of Lake property as shown by instrument recorded in Inst. #1993-15705, in the Probate Office.
- (9) Easement(s) for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development, Ltd., to Highland Lakes Properties, Ltd., recorded as Instrument #1993-15704 in said Probate Office.
- (10) Cable Agreement set out in Inst. No. 1997-19422, in said Probate Office.
- (11) Release(s) of damages as set out in instrument(s) recorded in Inst. 1999-40620, in said Probate Office.
- (12) Underground Easement to Alabama Power Company as recorded as Instrument No. 1997-19422, in said Probate Office.
- (13) Right(s) of Way(s) granted to Alabama Power Company by instrument(s) recorded in Book 111, Page 408, Book 109, Page 70; Book 149, page 380; Book 173, Page 364, Book 276, page 670, Book 134, page 408, Book 133, page 212, Book 133, page 210, Real Volume 31, page 355 and Instrument #1994-1186 in said Probate Office.
- (14) Right(s) of Way(s) granted to Shelby County, Alabama, by instrument(s) recorded in Deed Book 95, Page 503 and Deed Book 196, page 246 in said Probate Office.
- (15) Right of Way to Birmingham Water and Sewer Board as recorded in Instrument 1997-4027; Instrument 1996- 25667 and Instrument 2000-12490, in said Probate Office.
- (16) Conditions, Covenants, Agreements, Release of Damages, Restrictions, and Mineral and Mining Rights appearing of record in Instrument 20020723000352820 and Instrument No. 20150713000234950, in said Probate Office.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

**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, the said Grantor has hereunto set its hand by its duly authorized closing manager this 18th day of April, 2018.

GRANTOR:

Ridge Crest Homes, LLC  
An Alabama limited liability company

By:

  
Doug McAnally  
Its Closing Manager

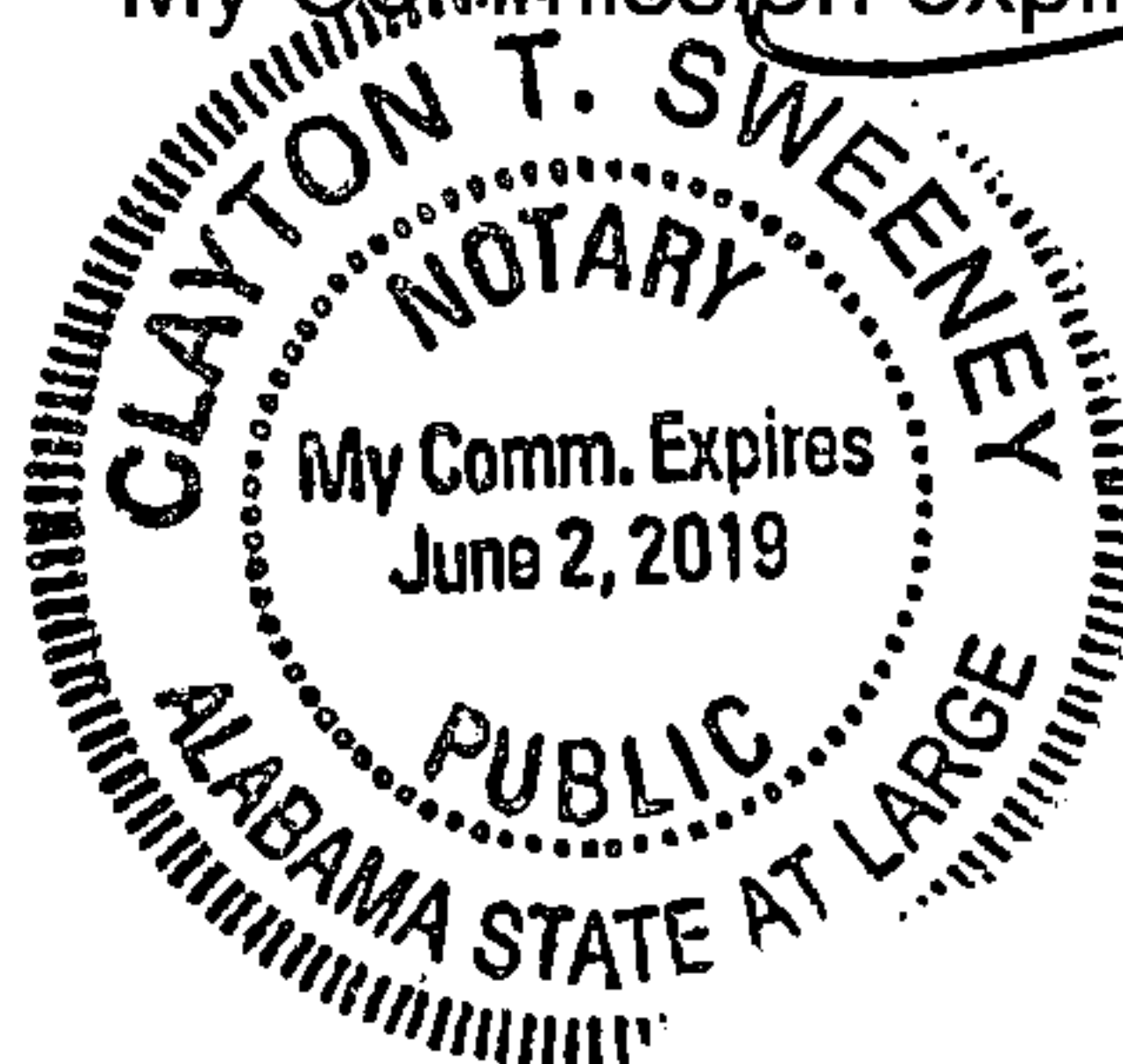
Chip Ray and Tonya H. Ward  
Lot 2126 Highland Lakes 21<sup>st</sup> Sector


STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Doug McAnally, whose name as Closing Manager of Ridge Crest Homes, 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 Closing Manager, 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 18th day of April, 2018.

  
NOTARY PUBLIC  
My Commission expires: 06/02/2019



  
20180426000141510 3/4 \$111.50  
Shelby Cnty Judge of Probate, AL  
04/26/2018 01:31:10 PM FILED/CERT



# 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 Homes, LLC  
Mailing Address 215 Narrows Parkway, Suite C  
Birmingham, AL 35242  
Property Address 1019 Pine Cliff Circle  
Birmingham, AL 35242

Grantee's Name Chip Ray Ward and  
Tonya H. Ward  
Mailing Address 1019 Pine Cliff Circle  
Birmingham, AL 35242

Date of Sale April 18, 2018

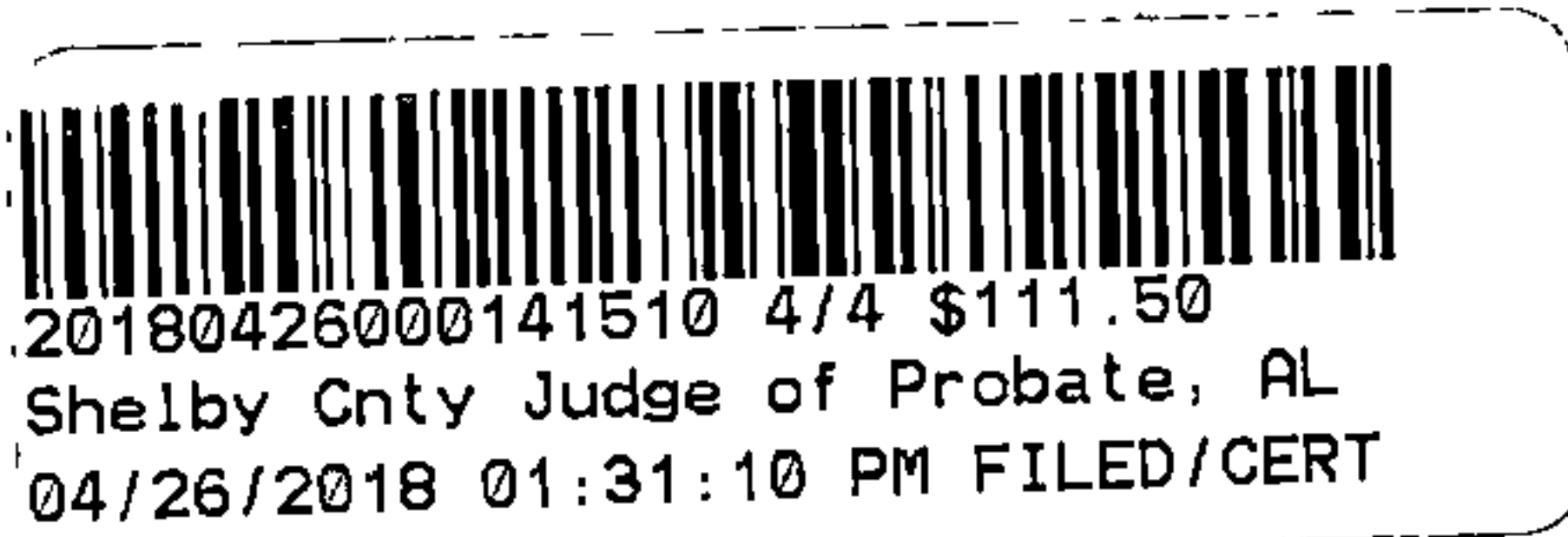
Total Purchase Price \$ 437,175.00

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 Homes, LLC  
Print by: Doug McNally, Closing Manager

Unattested \_\_\_\_\_  
(verified by)

Sign \_\_\_\_\_  
(Grantor/Grantee/Owner/Agent) circle one

CLAYTON SWEENEY, ATTORNEY AT LAW