

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
1813 Third Ave. N., Ste 200
Bessemer, Alabama 35020

NSH CORPORATION
3545 MARKET STREET
HOOVER, AL 35226

**STATE OF ALABAMA
COUNTY OF SHELBY**

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **TWO HUNDRED ELEVEN THOUSAND AND 00/100 (\$211,000.00) DOLLARS** to the undersigned grantor, **RIVERWOODS PROPERTIES, LLC**, in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto **NSH CORPORATION D/B/A SIGNATURE HOMES**, (herein referred to as GRANTEE, the following described real estate, situated in **Shelby County, Alabama**, to-wit:

Lots 5 & 6, according to the Final Plat of Riverwoods Brook Drive, as recorded in Map Book 35, Page 86, in the Probate Office of Shelby County, Alabama.

Lots 613, 634 & 635, according to the Final Plat of Riverwoods Sixth Sector, as recorded in Map Book 32, Page 140, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. **A ONE (1%) PERCENT DEVELOPER'S FEE EQUAL TO THE CONSTRUCTION LOAN WHICH SHALL INCLUDE THE IMPROVED VALUE (WHICHEVER IS THE HIGHER) SHALL BE PAID TO RIVERWOODS PROPERTIES, LLC ON OR BEFORE LOAN CLOSING AND PAYABLE FOR THE EXPRESS AND LIMITED PURPOSE OF THE RIVERWOODS DEVELOPMENT. RIVERWOODS PROPERTIES, LLC SHALL HAVE THE SOLE RIGHT TO DETERMINE HOW THE FEE IS DIRECTED AND GRANTEE SHALL HAVE NO RIGHT WHATSOEVER TO OBJECT TO THE MANNER IN WHICH SAID FEE IS DIRECTED OR USED AS LONG AS SAID FUNDS ARE USED SOLELY FOR THE MARKETING AND ADVERTISING OF THE RIVERWOODS DEVELOPMENT. RIVERWOODS PROPERTIES, LLC SHALL BE ENTITLED TO REIMBURSEMENT FOR ANY FUNDS EXPENDED BY RIVERWOODS PROPERTIES, LLC PRIOR TO THE COLLECTION OF ANY FEES RECEIVED PURSUANT TO THIS AGREEMENT.**
2. **TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2011 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2012.**
3. **BUILDING LINE(S), EASEMENT(S) AND RESTRICTIONS AS SHOWN BY RECORDED MAP.**
4. **EASEMENT TO RIVERWOODS PROPERTIES RECORDED IN INSTRUMENT 20030814000535930.**
5. **GRANT OF LAND EASEMENT WITH RESTRICTIVE COVENANTS GRANTED TO ALABAMA POWER RECORDED IN INSTRUMENT NUMBER 20040102000000380.**
6. **EASEMENT GRANTED TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT 20040629000355340.**
7. **AMENDED AND RESTATED RIVERWOODS COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN INSTRUMENT 20070917000435160.**
8. **GRANT OF LAND EASEMENT WITH RESTRICTIVE COVENANTS**

**GRANTED TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT
20050801000383370.**

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the real estate herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply or sewer now or hereafter located upon said real estate, or to any owners or occupants or other persons in or upon said real estate, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said real estate or resulting from past mining and/or gas or oil producing operations or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including, water associated with the production of coalbed methane gas, or coal seam or other roof supports whether said past mining and/or gas or oil producing operations be in said real estate or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said real estate in its existing condition, including any existing physical and environmental conditions, and to release Grantor from any and all liabilities under any local, state, or federal laws, rules, regulations, ordinances or other liability relating to the physical and environmental condition of said real estate.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said **KENDALL ZETTLER** as **VP OF PZ, INC., MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC**, has hereunto subscribed his name on this the 24th day of April, 2012.

RIVERWOODS PROPERTIES, LLC

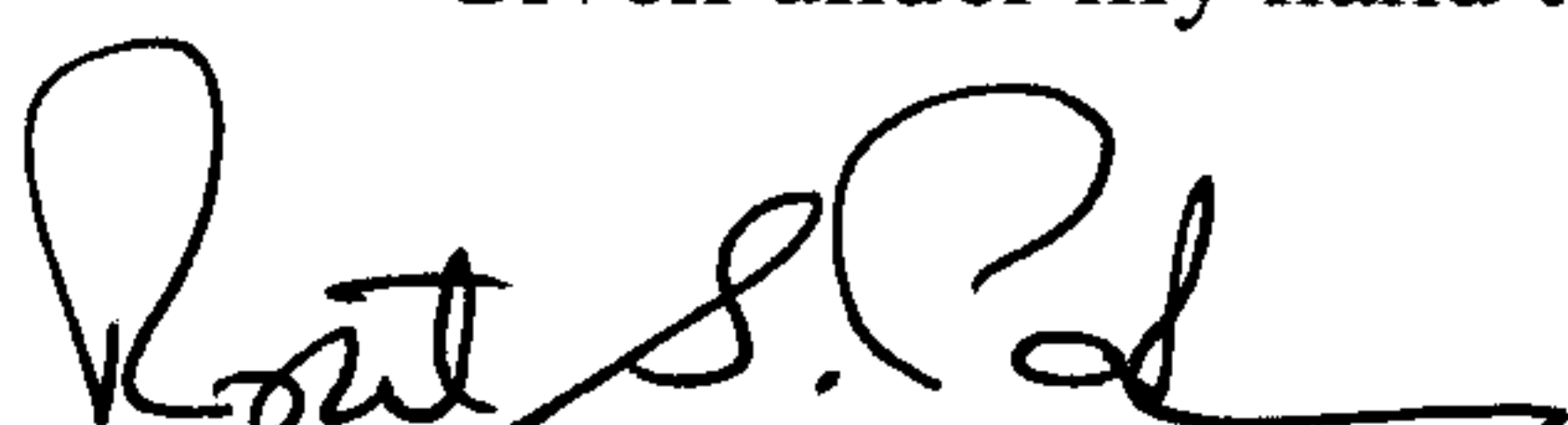
BY: KENDALL ZETTLER, VP OF PZ, INC.
ITS: MANAGING MEMBER

STATE OF ALABAMA
COUNTY OF JEFFERSON

ACKNOWLEDGMENT

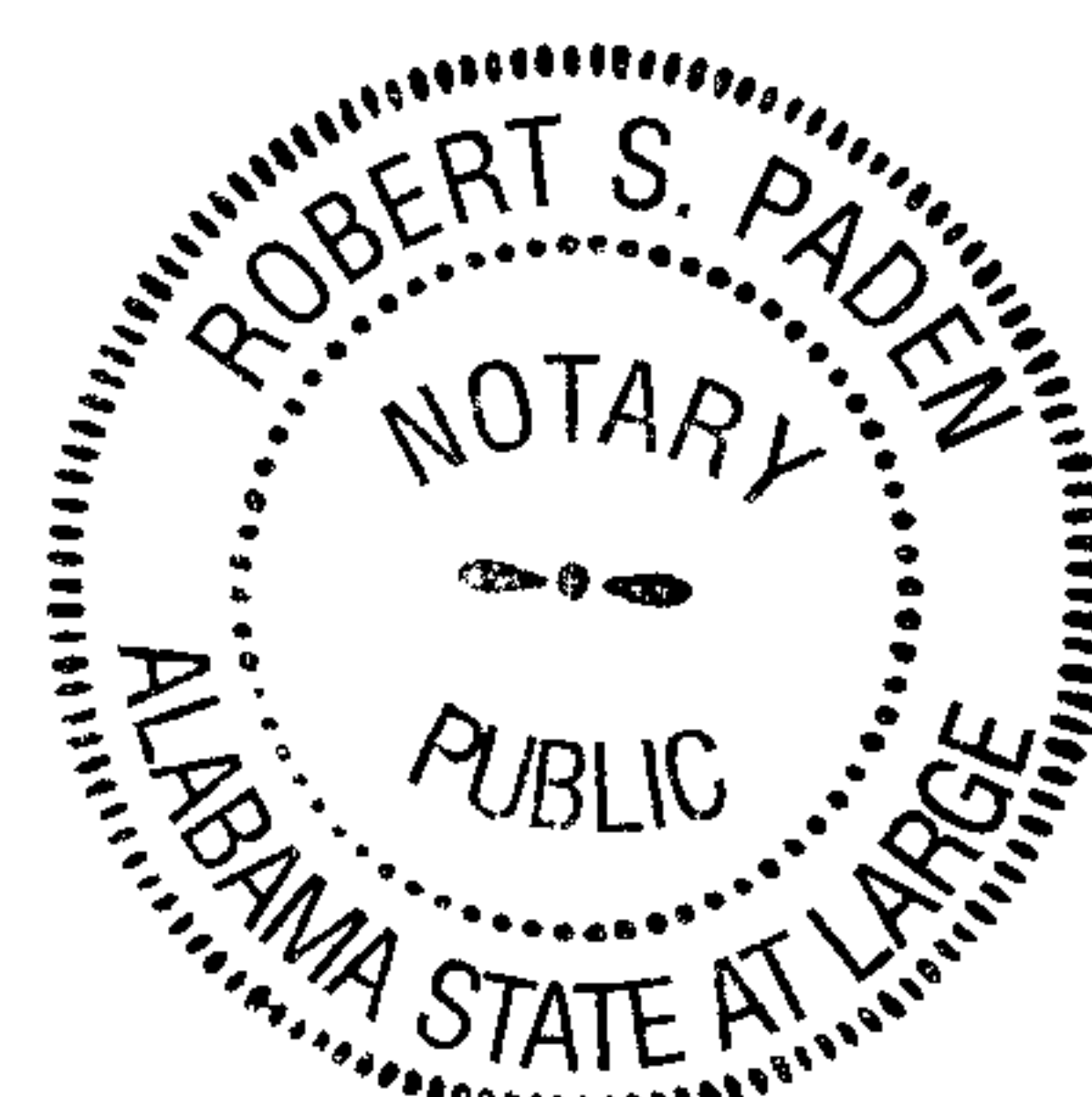
I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **KENDALL ZETTLER**, whose name as **VP OF PZ, INC., MANAGING MEMBER** of **RIVERWOODS PROPERTIES, LLC**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.


Given under my hand this the 24th day of April, 2012.



Notary Public

My commission expires: 7.13.14




20120511000165640 2/2 \$226.00
Shelby Cnty Judge of Probate, AL
05/11/2012 09:46:10 AM FILED/CERT

Shelby County, AL 05/11/2012
State of Alabama
Deed Tax: \$211.00