

(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 d/b/a Signature Homes
3545 Market Street
Hoover, AL 35226

STATE OF ALABAMA

Shelby County, AL 08/15/2012
State of Alabama
Deed Tax: \$69.00

COUNTY OF SHELBY

STATUTORY WARRANTY DEED

Know All Men by These Presents: That in consideration of **Sixty-Nine Thousand and 00/100 (\$69,000.00) DOLLARS** ("Initial Purchase Price") to the undersigned grantor, **Riverwoods Properties, LLC**, an Alabama Limited Liability Company in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged and the payment of the Additional Purchase Price, which GRANTEE covenants and agrees to pay as provided below, 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:

Lot 775, according to the Survey of Riverwoods 7th Sector, Phase II, as recorded in Map Book 36, Page 102, in the Probate Office of Shelby County, Alabama.

ADDITIONAL PURCHASE PRICE

As used herein, the following terms shall have the meanings set forth below:

"Additional Purchase Price" means an amount equal to one percent (1%) of the Total Purchase Price paid to Grantee or any of its successors and assigns at the closing of the sale of a Completed Dwelling on the Lot to the First Purchaser.

"Completed Dwelling" means a single-family residential home which has been constructed and completed on the Lot in accordance with the plans and specifications therefore approved by the ARC under the Riverwoods Declaration. Completion of construction of such a single-family residential home shall be deemed to have conclusively occurred upon the issuance by the City of Helena, Alabama of a certificate of occupancy for such single-family residential dwelling.

"First Purchaser" means any independent third party purchaser who is not related to or affiliated with Grantee who is purchasing the Lot and the Completed Dwelling thereon.

"Riverwoods Declaration" means the Amended and Restated Riverwoods Declaration of Covenants, Conditions and Restrictions dated February 12, 2002, and recorded as Instrument No. 20070917000435160 in the Office of the Judge of Probate of Shelby County, Alabama, as amended from time to time.

"Total Purchase Price" means the total, gross amount payable by the First Purchaser to Grantee, or any of its successors and assigns, for a Completed Dwelling on the Lot including, without limitation, all upgrades, add-ons and extras.

In addition to the Initial Purchase Price paid contemporaneously herewith to Grantor, Grantee, for itself and its successors and assigns, covenants and agrees to pay to Grantor the Additional Purchase Price at the time of closing the sale by Grantee or any of its successors and assigns of the Lot and a Completed Dwelling thereon to the First Purchaser. The obligations set forth herein shall be binding upon Grantee, its successors and assigns, and shall be deemed to be secured by a vendor's lien on the Lot which will only be satisfied and released upon the payment to Grantor of the Additional Purchase Price. Upon the payment in full of the Additional Purchase Price, Grantor agrees to release its vendor's lien on the Lot and acknowledge receipt and payment in full of the Additional Purchase Price. All costs and expenses incurred by Grantor in enforcing the foregoing, including reasonable attorneys' fees and expenses, shall be payable by Grantee in addition to the payment of the Additional Purchase Price.

SUBJECT TO:

1. **THE OBLIGATION TO PAY THE ADDITIONAL PURCHASE PRICE SET FORTH ABOVE.**
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) AND EASEMENT(S) AS SHOWN BY RECORDED MAP.**
4. **RIGHTS SET OUT IN REAL 112, PAGE 876 AND CORRECTED BY REAL 328, PAGE 1, AND AS SET FORTH IN THAT CERTAIN DEFERRED INTEREST AGREEMENT RECORDED IN REAL BOOK 247, PAGE 599 AND AMENDED BY REAL BOOK 247, PAGE 636, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
5. **MEMORANDUM OF OIL AND GAS LEASE BETWEEN TOTAL MINATONE CORPORATION AND CABOT OIL & GAS CORPORATION RECORDED IN REAL 370, PAGE 923, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
6. **LESS AND EXCEPT ANY PORTION OBTAINED BY OR CONVEYED TO ALABAMA POWER COMPANY BY AND THROUGH CONDEMNATION PROCEEDINGS FILED IN CASE NO. 27-254 AND CASE NO. 28-57, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
7. **CABLE RIGHT OF WAY EASEMENT AGREEMENT AS SET OUT IN REAL 323, PAGE 338, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
8. **TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY, RECORDED IN DEED BOOK 138, PAGE 91, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
9. **THE RIGHTS OF UPSTREAM AND DOWNSTREAM RIPARIAN OWNERS WITH RESPECT TO ANY BODY OF WATER WHICH MAY LIE ADJACENT TO, AND/OR TRAVERSING THROUGH, SUBJECT PROPERTY.**
10. **RAILROAD RIGHT OF WAY, RECORDED IN DT PAGE 655; DEED BOOK 11, PAGE 344 AND DEED BOOK 311, PAGES 301 AND 297, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
11. **EASEMENT GRANTED TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT 20040629000355340, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**
12. **AMENDED AND RESTATED RIVERWOODS COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN INSTRUMENT 20070917000435160, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**13. GRANT OF LAND EASEMENT WITH RESTRICTIVE COVENANTS
GRANTED TO ALABAMA POWER COMPANY RECORDED IN INSTRUMENT
20050801000383330**

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 3rd day of August, 2012.

Riverwoods Properties, LLC

By: 
By: Kendall Zettler, VP of PZ, INC.
Its: Managing Member

STATE OF ALABAMA

COUNTY OF JEFFERSON

ACKNOWLEDGMENT

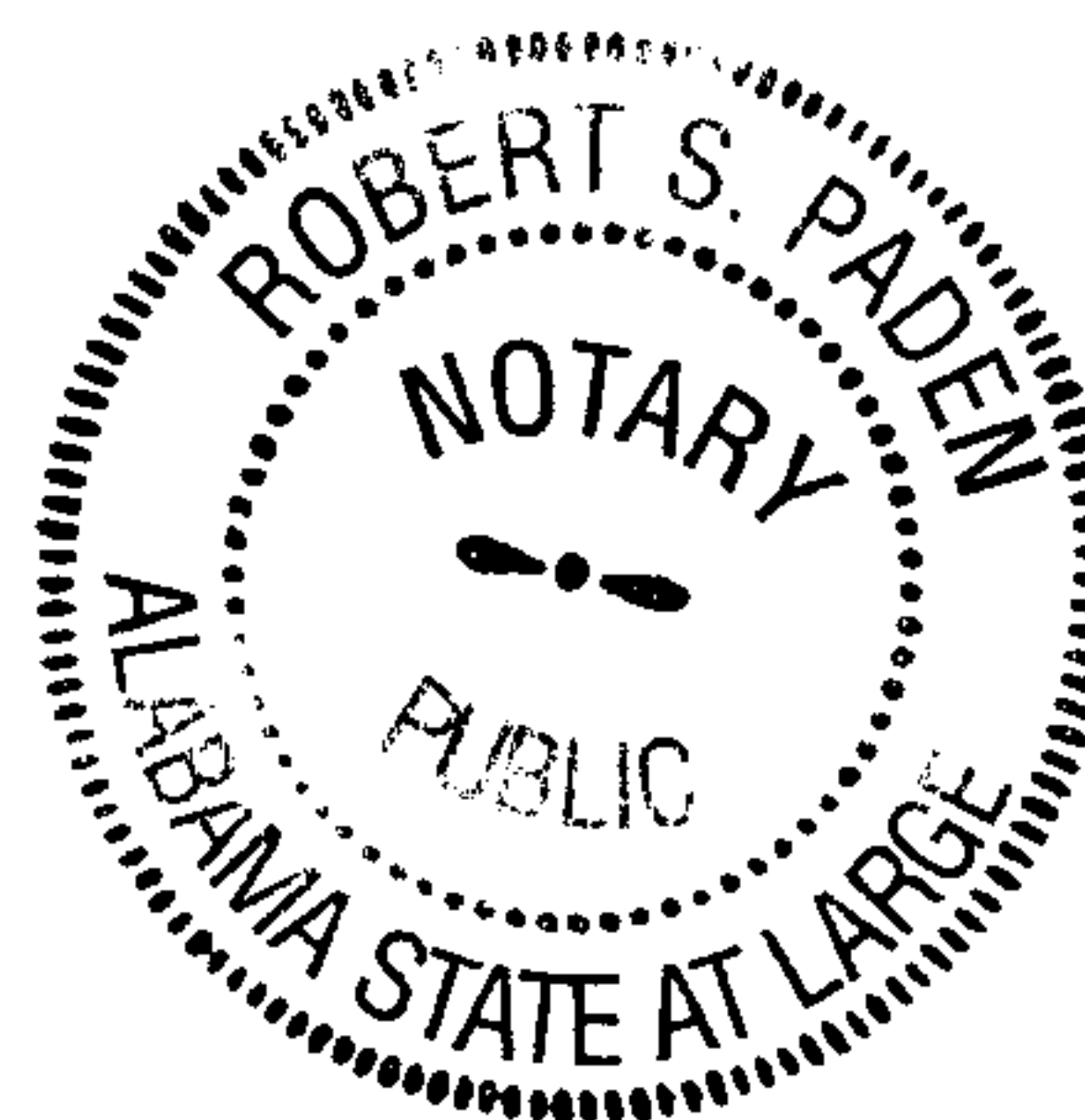
I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Kendall Zettler**, whose name as **VP of PZ, INC., Managing Member of Riverwoods Properties, LLC**, an Alabama Limited Liability Company is signed to the foregoing conveyance, and who is known to me, acknowledged 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 company.

Given under my hand this the 3rd day of August, 2012.



Notary Public

My commission expires: 7.13.14



20120815000302110 4/4 \$90.00
Shelby Cnty Judge of Probate, AL
08/15/2012 02:02:24 PM FILED/CERT

Real Estate Sales Validation Questionnaire

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

Grantor's Name
Mailing Address

Riverwoods Properties, LLC
123 Riverwoods Parkway
Helena, AL 35080

Grantee's Name NSH Corporation d/b/a Signature Homes
Mailing Address 3545 Market Street
Hoover, AL 35226

Property Address

333 Camp Forrest Trail
Helena, AL 35080

Date of Sale 08/03/12
Total Purchase Price \$ 69,000.00
or
Current Assessor's MV \$

Documentary Evidence provided:

☒ Closing Statement
☐ Bill of Sale
☒ Sells Contract
☐ Other

Affidavit of Exception

Mark the appropriate situation upon which an exception is based.

When transfer of title to real estate or affidavit of equitable interest in real estate is made:

- ☐ Transfer of mortgage on real or personal property within this state upon which the mortgage tax has been paid.
- ☐ Deeds or instruments executed for a nominal consideration for the purpose of perfecting the title to real estate.
- ☐ Re-recording of corrected mortgage, deed, or instrument executed for the purpose of perfecting the title to real estate or personal property, specifically, but not limited to, corrections of maturity dates thereof, and deeds and other instruments or conveyances, executed prior to October 1, 1923.

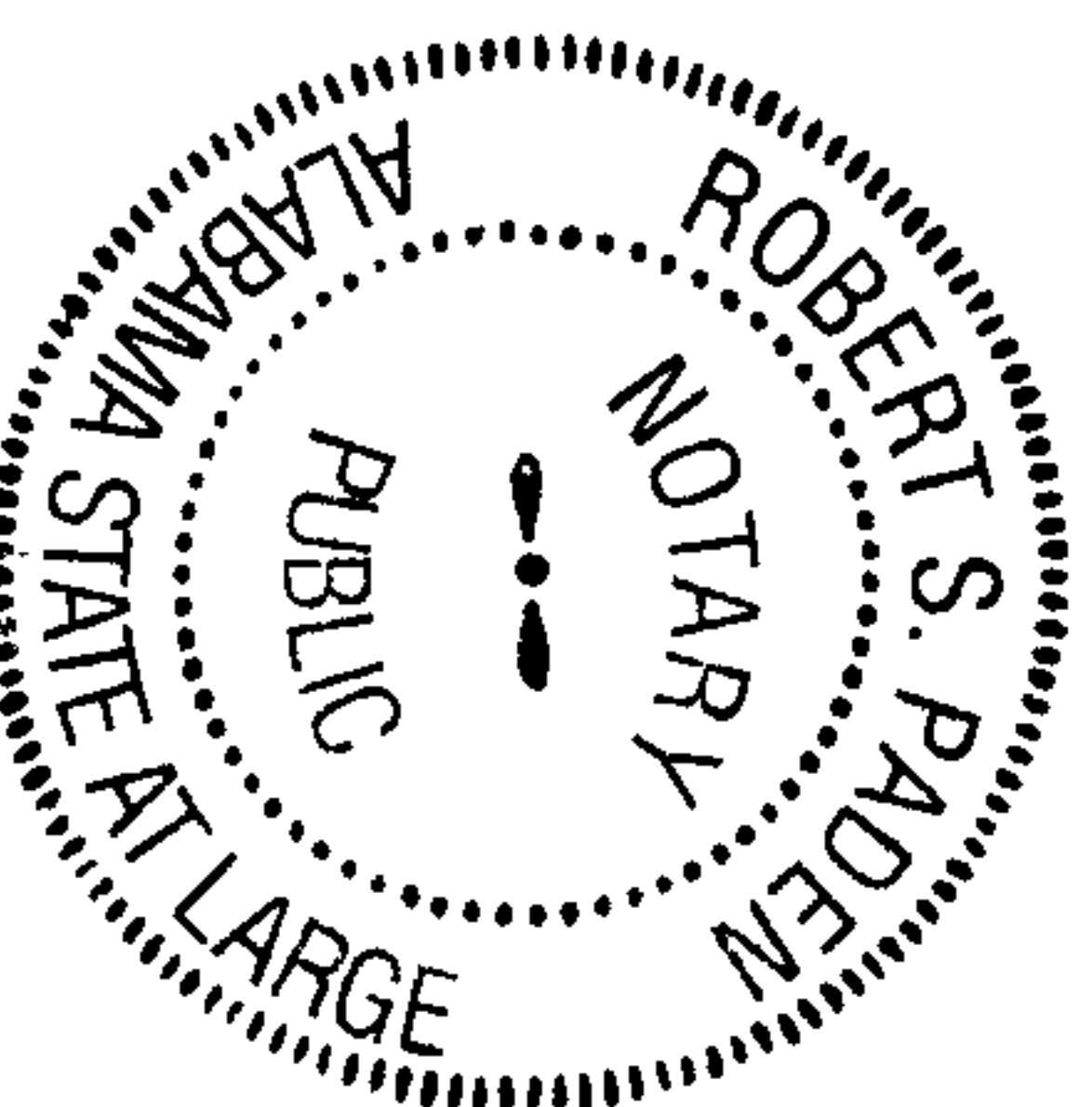
☐ Instrument conveying only leasehold easement, or licenses or the recordation of copies of instruments evidencing original transfers of title to land by the United States or the State of Alabama.

I hereby affirm that to the best of my knowledge and belief the information contained in this document is true and complete.
Date, 08/03/12

SWORN TO AND SUBSCRIBED BEFORE ME by
Kendall Zettler as VP of PZ, INC, Managing
Member of Riverwoods Properties, LLC, on
this the 3rd day of August, 2012.

[Signature]

Notary Public
My commission expires: 7.13.14



Print Kendall Zettler
Sign *[Signature]*
(Owner/Agent) circle one