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(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**

**COUNTY OF SHELBY**

**STATUTORY WARRANTY DEED**

**Know All Men by These Presents:** That in consideration of **Fifty-Eight Thousand and 00/100 (\$58,000.00) 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 793, according to the Survey of Final Plat Riverwoods Seventh 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, 2012 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2013.**
3. **BUILDING LINE(S), RESTRICITON(S) AND EASEMENT(S) AS SHOWN BY RECORDED MAP.**
4. **RESTRICTIONS APPEARING OF RECORD IN INST. NO. 2002-7338.**
5. **RIGHT OF WAY GRANTED TO ALABAMA POWER COMPANY RECORDED IN INST. NO. 2004-38; INST. NO. 2004-39 AND INST. NO. 20060201000052460.**
6. **TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING RELEASE OF DAMAGES.**

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.

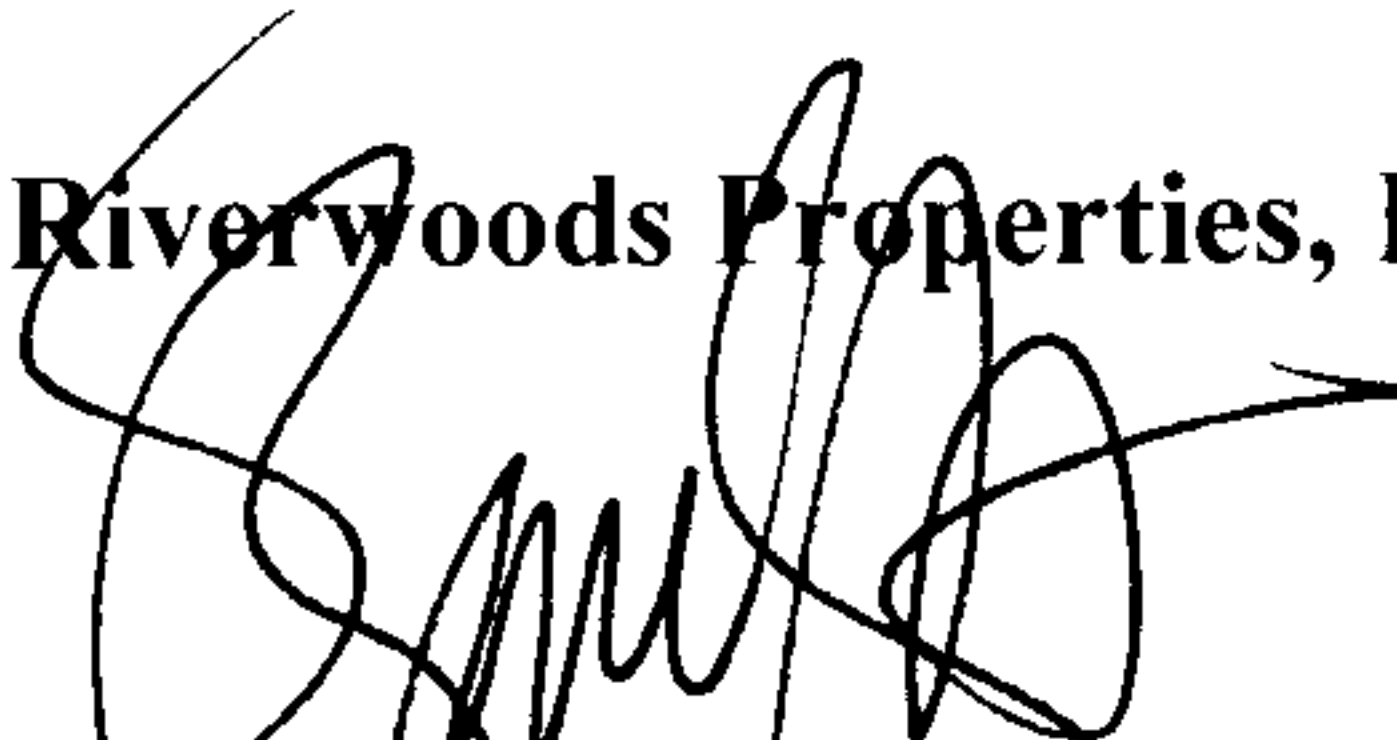
By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the real estate herein conveyed has been inspected by Grantee or Grantee's duly authorized agent and that said real estate is acquired by Grantee 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 6<sup>TH</sup> day of November, 2012.

**Riverwoods Properties, LLC**  
  
By: **Kendall Zettler, VP of PZ, INC.**  
Its: **Managing Member**


**STATE OF ALABAMA**

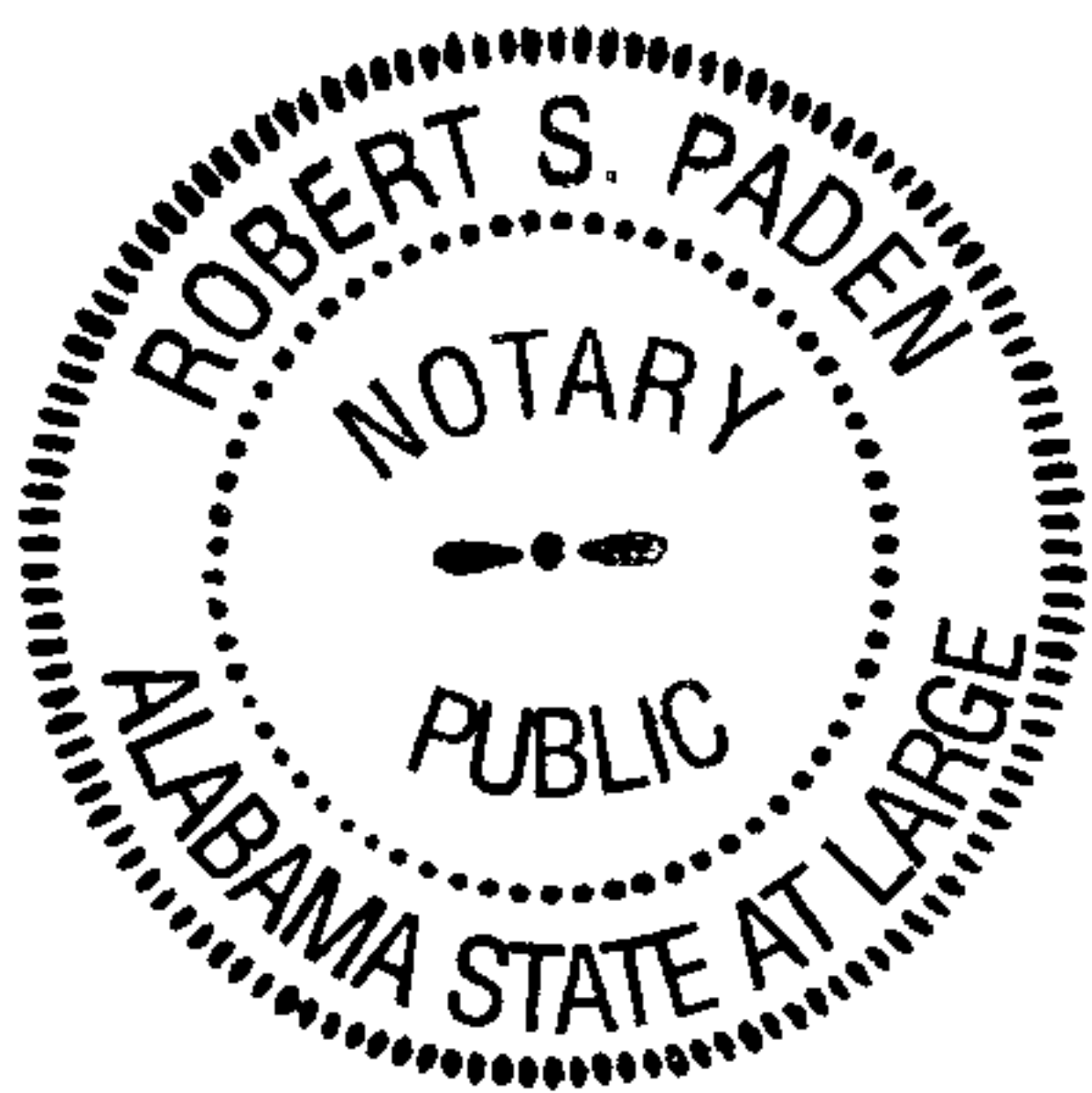
**COUNTY OF JEFFERSON**

**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**, 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 6<sup>th</sup> day of November, 2012.

  
Notary Public  
My commission expires: 7.13.14



Real Estate Sales Validation Form

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

Grantor's Name	<u>Riverwoods Properties, LLC</u>	Grantee's Name	<u>NSH Corp dba Signature Homes</u>
Mailing Address	<u>123 Riverwoods Parkway</u>	Mailing Address	<u>3545 Market Street</u>
	<u>Helena, AL 35080</u>		<u>Hoover, AL 35226</u>
Property Address	<u>188 River Oaks Drive</u>	Date of Sale	<u>November 6, 2012</u>
	<u>Helena, AL 35080</u>	Total Purchase Price	<u>\$ 58,000.00</u>
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>

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 checked="" type="checkbox"/> Sales Contract	Other <u></u>
<input checked="" type="checkbox"/> Closing Statement	

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.

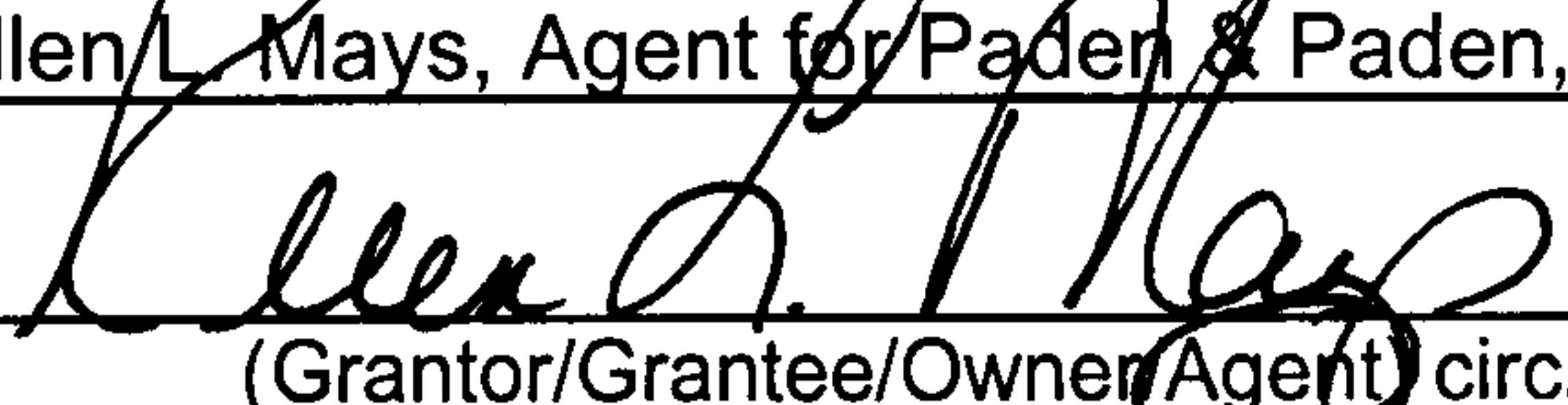
Date of Sale - the date on which interest to the property was conveyed.

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.

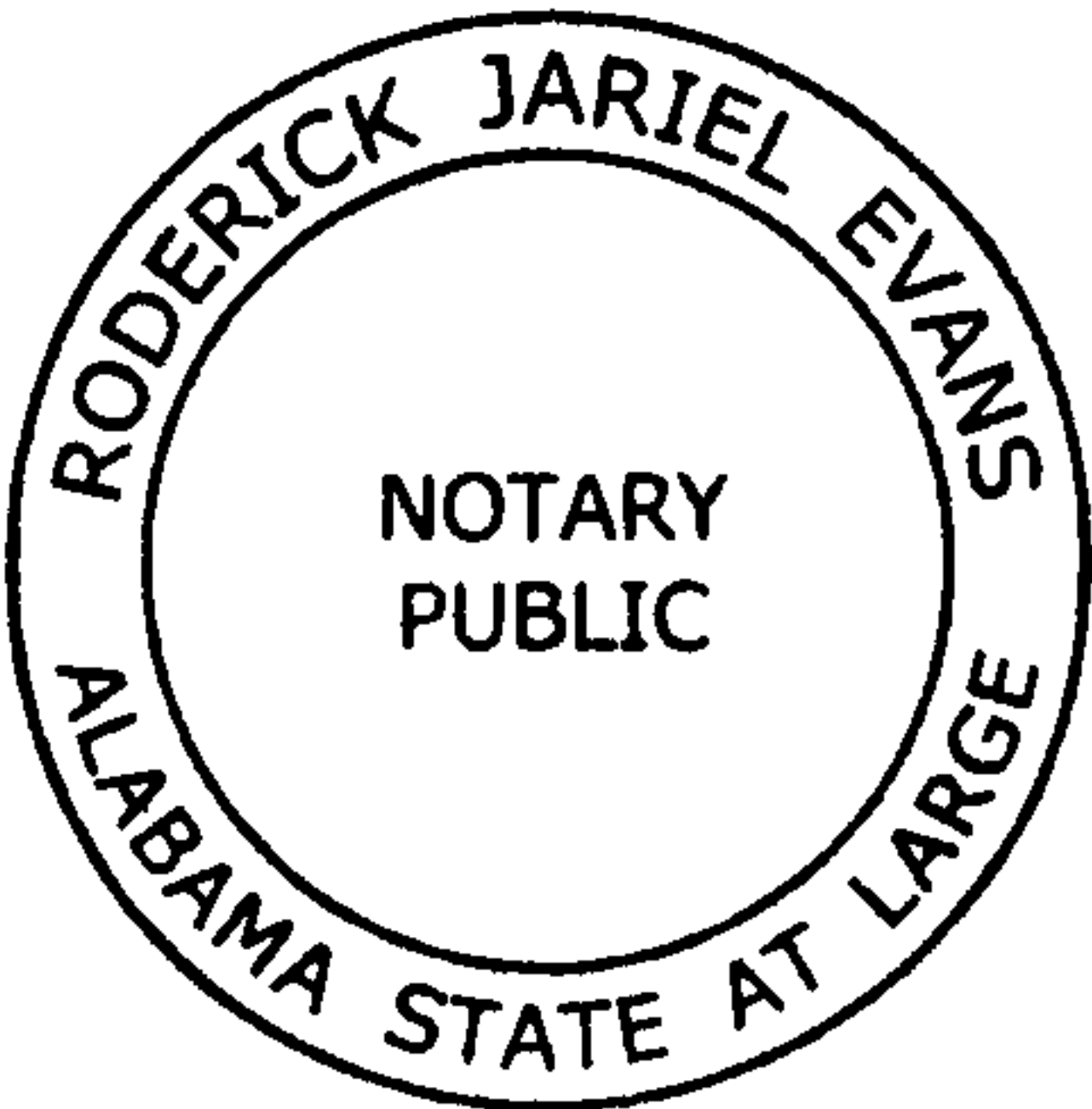
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

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	<u>11/06/2012</u>	Print	<u>Ellen L. Mays, Agent for Paden &amp; Paden, P.C.</u>
		Sign	<u></u>
			(Grantor/Grantee/Owner/Agent) circle one

Sworn to and subscribed before me, by Ellen L. Mays, Agent, on this 6th day of November, 2012.



Roderick Jarriel Evans  
Notary Public

My Commission Expires: March 14, 2016

