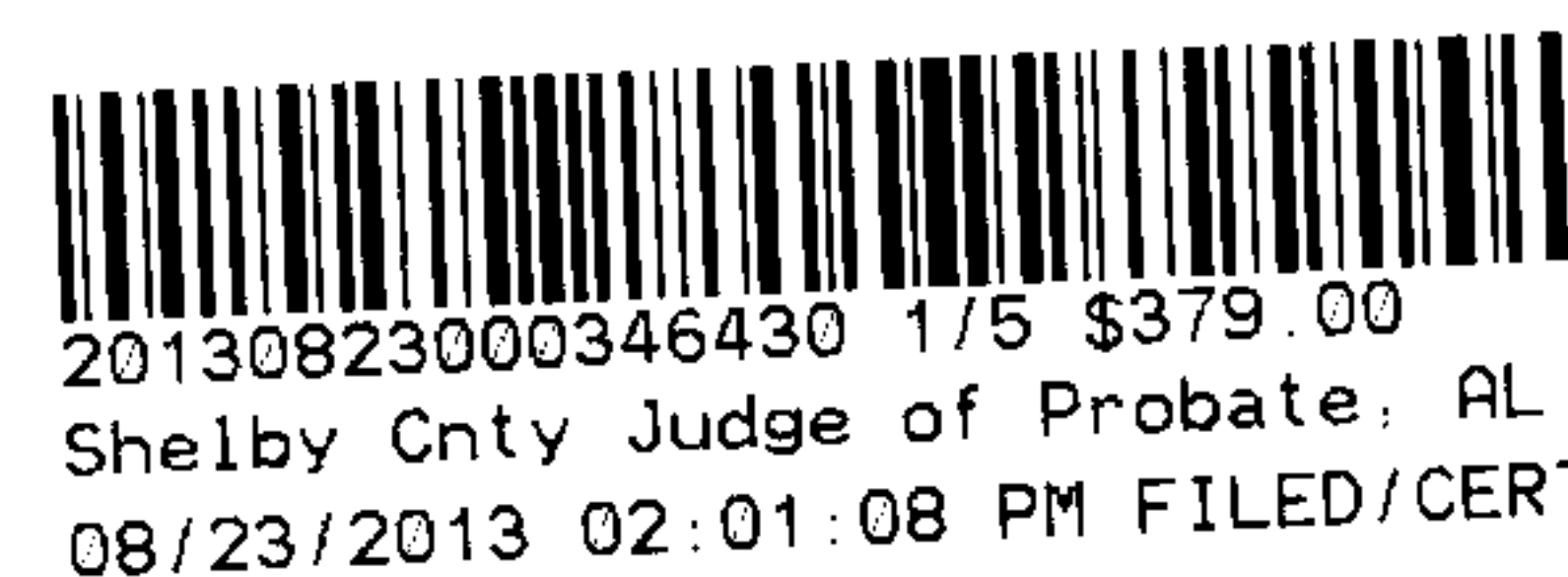


**This instrument was prepared by:**

Robert L. Shields III, Esq.,  
TANNER & GUIN LLC  
3021 Lorna Road, Suite 301  
Birmingham, AL 35216

**Send Tax Notice to:**

Nichols Concrete Equipment Company, Inc.  
1380 McCain Parkway  
Pelham, AL 35124



**STAUTORY WARRANTY DEED**

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, NICHOLS EQUIPMENT, LLC, an Alabama limited liability company, (herein referred to as Grantor), does hereby grant, bargain, sell and convey unto NICHOLS CONCRETE EQUIPMENT COMPANY, INC., an Alabama corporation, (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 10, according to the Final Plat of Saginaw Commercial Park, Phase 2, as recorded in Map Book 30, Page 60, in the Probate Office of Shelby County, Alabama.

The property conveyed herein is not the homestead of the Grantor.

**The property is sold "as is and where is" without representation or warranty of any kind (except as to title set forth below) including, but not limited to, zoning, physical condition, or any other condition, matter or restriction whatsoever.**

Subject to:


1. Easements, restrictions and rights of way of record.
2. Current zoning restrictions.
3. Ad Valorem taxes for year 2013, a lien payable but not due until December 31, 2013, and subsequent years (Parcel No. 22-4-18-0-000-033.012).
4. Subject to rights of parties in possession, encroachments, overlaps, overhangs, discrepancies or conflicts in boundary lines, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters, not of record, which would be disclosed by an accurate survey and inspection of the premises.
5. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

This Deed is given to correct an inadvertent failure to record a deed of the above described property from Grantor to Grantee upon the merger of Grantor into Grantee on or about December 31, 2010. Subsequent to the merger, Nichols Equipment, LLC was dissolved on or about December 31, 2010.

Shelby County, AL 08/23/2013  
State of Alabama  
Deed Tax: \$353.00

IN WITNESS WHEREOF, we, being all the members of the former Nichols Equipment LLC which was dissolved on December 31, 2010 by Articles of Dissolution of Nichols Equipment LLC have hereunto set our hands and seals, this 23<sup>rd</sup> day of August, 2013.

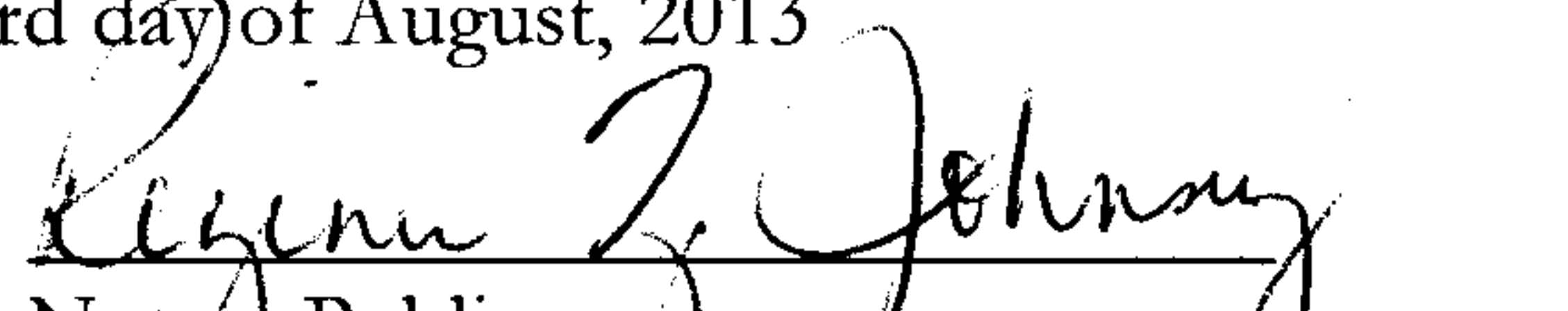
  
Gary Nichols, an individual

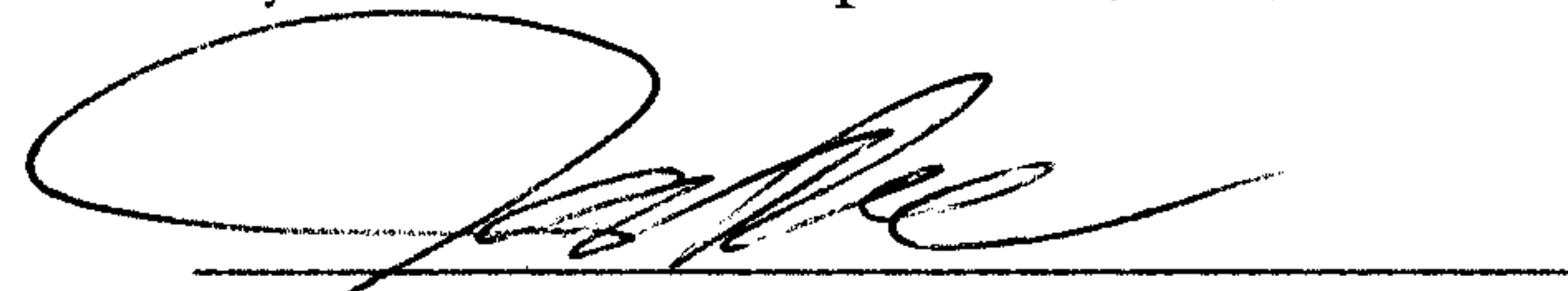
STATE OF ALABAMA     )  
SHELBY COUNTY        )

**GENERAL ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary Nichols, a married man, whose name is signed on 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2013

  
Notary Public  
My Commission Expires: 9-24-2013

  
James R. Hicks, an individual

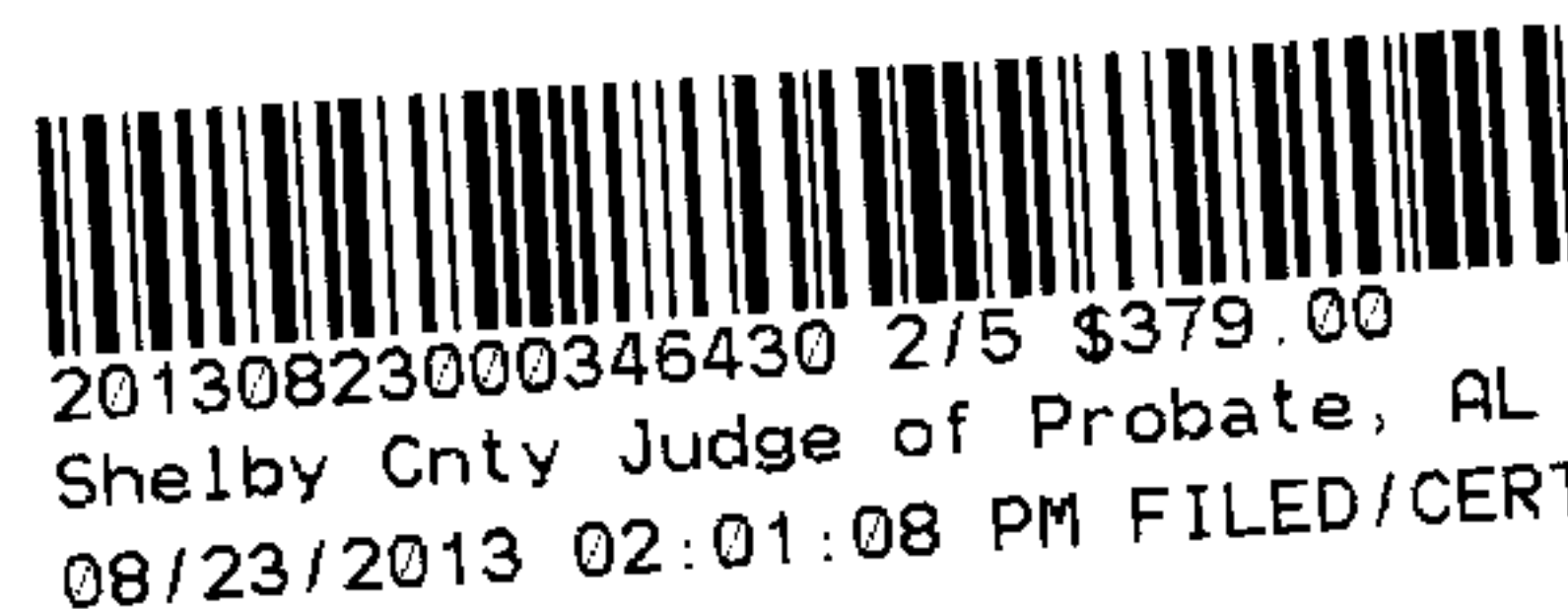
STATE OF ALABAMA     )  
SHELBY COUNTY        )

**GENERAL ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James R. Hicks, a married man, whose name is signed on 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 executed the same voluntarily on the day the same bears date.

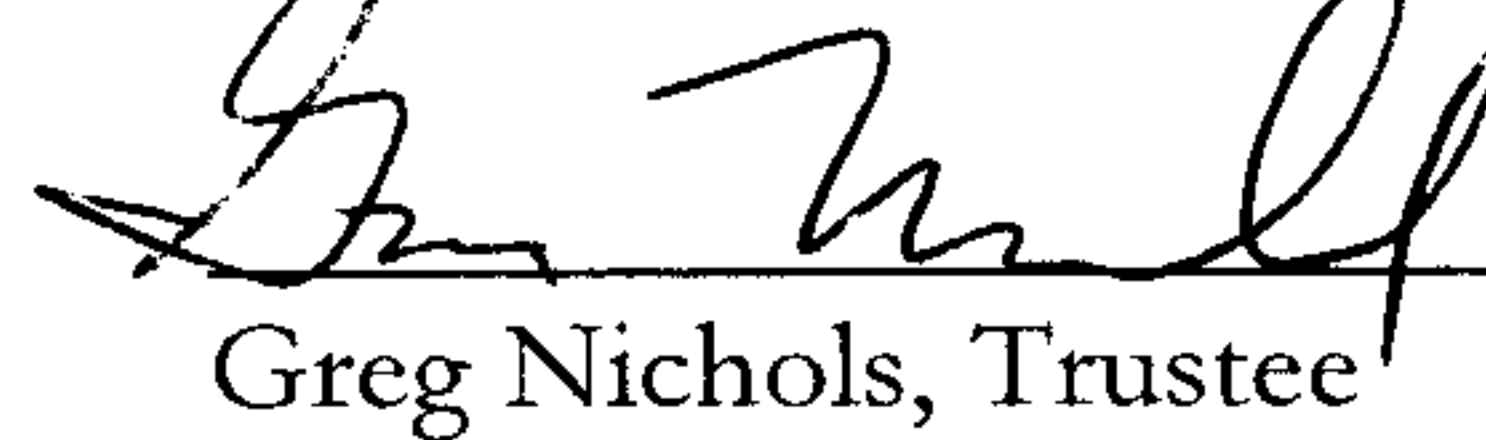
Given under my hand and official seal this 23<sup>rd</sup> day of August, 2013.

  
Notary Public  
My Commission Expires: 9-24-2013





Greg Nichols, as Trustee of the trust created  
for the benefit of Kerri Lynn Nichols under  
the 2006 Gary Nichols Children's Trust

  
Greg Nichols, Trustee

STATE OF ALABAMA     )  
SHELBY COUNTY        )

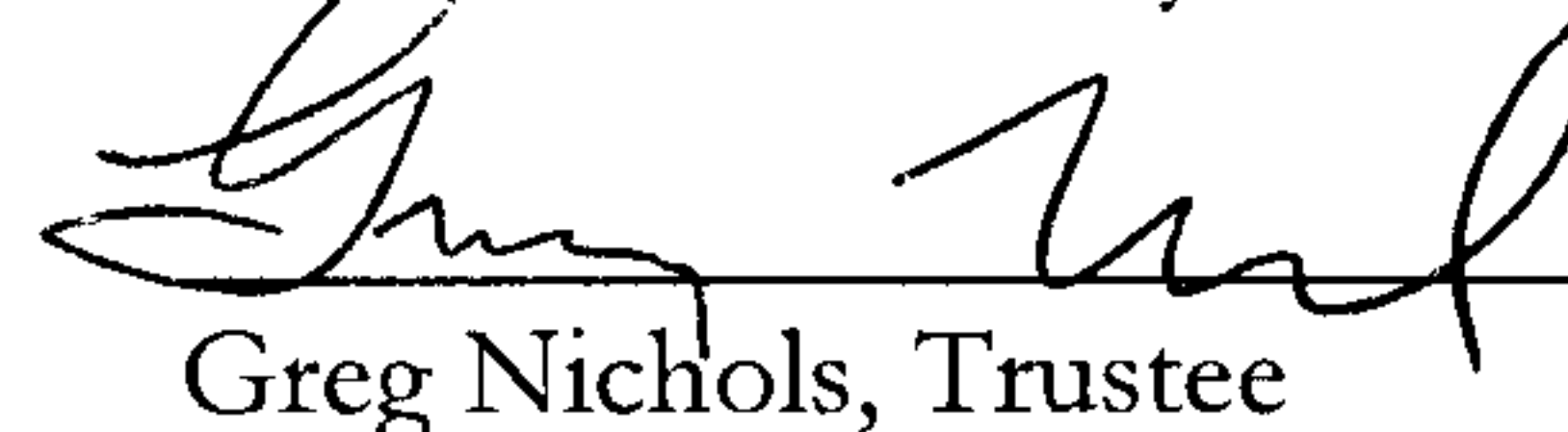
**GENERAL ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg Nichols, as Trustee of the trust created for the benefit of Kerri Lynn Nichols under the 2006 Gary Nichols Children's Trust, whose name is signed on the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance and with full authority, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2013.

  
Notary Public  
My Commission Expires: 9-29-2013

Greg Nichols, as Trustee of the trust created  
for the benefit of Kristen Nichole Nichols  
under the 2006 Gary Nichols Children's Trust

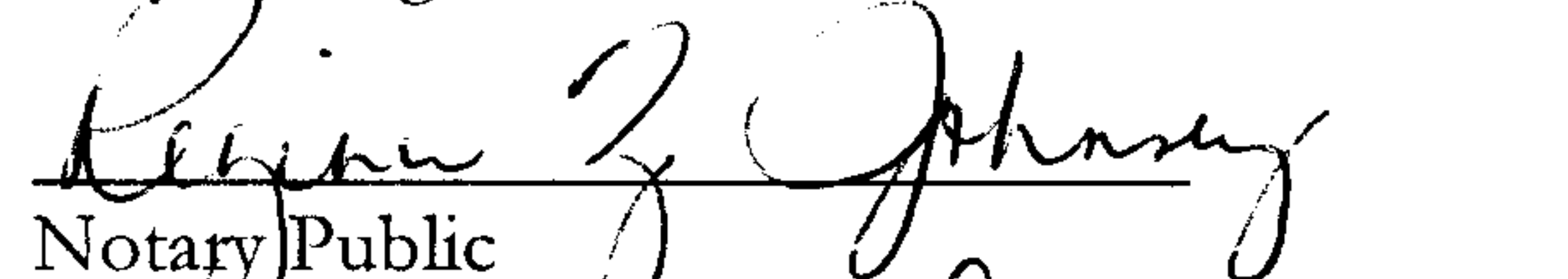
  
Greg Nichols, Trustee

STATE OF ALABAMA     )  
SHELBY COUNTY        )

**GENERAL ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg Nichols, as Trustee of the trust created for the benefit of Kristen Nichole Nichols under the 2006 Gary Nichols Children's Trust, whose name is signed on the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance and with full authority, he executed the same voluntarily on the day the same bears date.

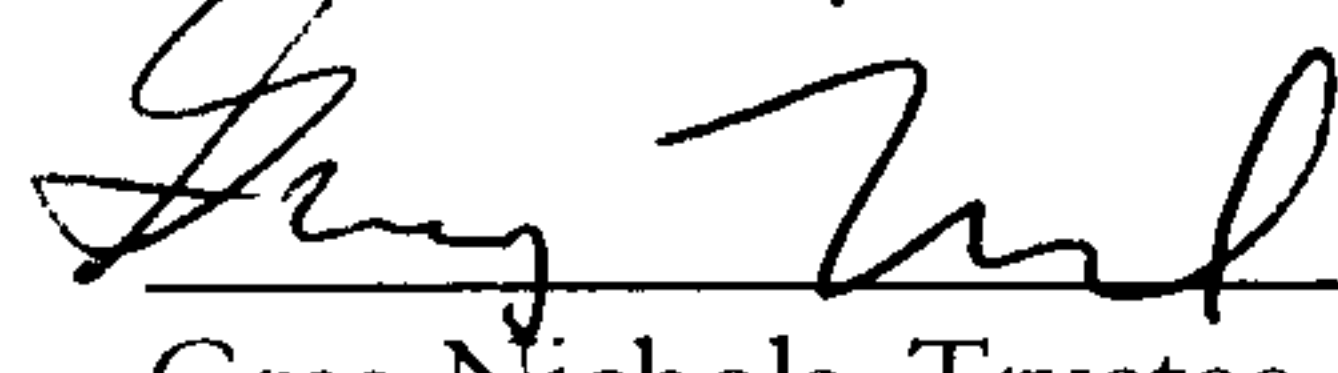
Given under my hand and official seal this 23<sup>rd</sup> day of August, 2013.

  
Notary Public  
My Commission Expires: 9-29-2013



20130823000346430 3/5 \$379.00  
Shelby Cnty Judge of Probate, AL  
08/23/2013 02:01:08 PM FILED/CERT

Greg Nichols, as Trustee of the trust created  
for the benefit of Brett Tyler Nichols under  
the 2006 Gary Nichols Children's Trust



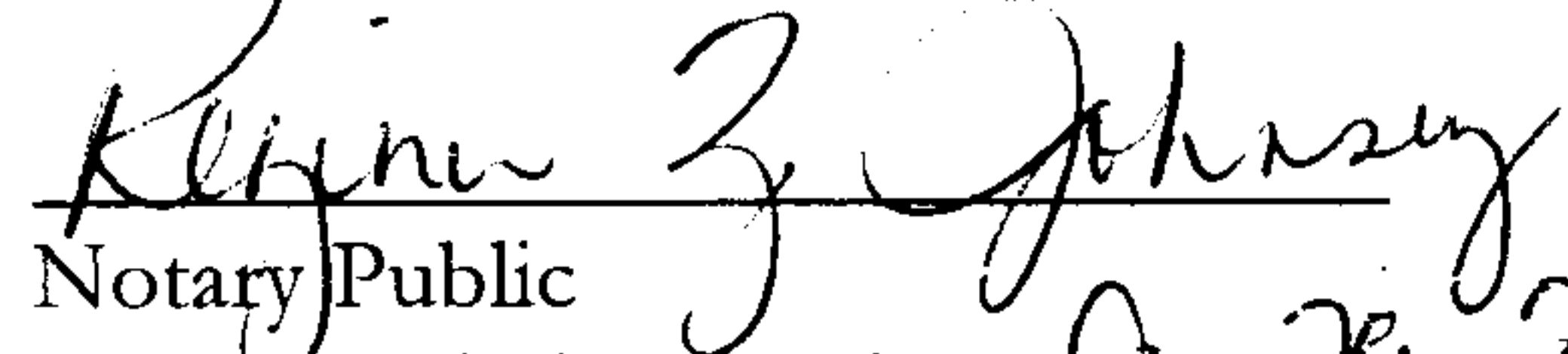
Greg Nichols, Trustee

STATE OF ALABAMA     )  
SHELBY COUNTY        )

**GENERAL ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Greg Nichols, as Trustee of the trust created for the benefit of Kristen Nichole Nichols under the 2006 Gary Nichols Children's Trust, whose name is signed on the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance and with full authority, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2013.



Notary Public

My Commission Expires: 9-26-2013



20130823000346430 4/5 \$379.00  
Shelby Cnty Judge of Probate, AL  
08/23/2013 02:01:08 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 Nichols Equip. LLC  
Mailing Address 1380 McCain Pkwy  
Pelham, AL  
35124

Grantee's Name Nichols Concrete Equip. LLC  
Mailing Address 1380 McCain Pkwy  
Pelham, AL  
35124

Property Address 204 Cloverdale Cir  
Alabaster 35002

Date of Sale \_\_\_\_\_  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ 352,870

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)

☐ Bill of Sale  
☐ Sales Contract  
☐ Closing Statement  
☐ Appraisal  
☐ Other

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 \_\_\_\_\_

Print James R. Parks

X Unattested

Karen Melsen  
(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

20130823000346430 5/5 \$379.00  
Shelby Cnty Judge of Probate, AL  
08/23/2013 02:01:08 PM FILED/CERT