20131209000474360 1/5 $27.00
Shelby Cnty Judge of Probate, AL
12/09/2013 02:06:33 PM FILED/CERT

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

Send Tax Notice to:
NSH Corp.
3545 Market Street
Birmingham, Alabama 35226

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and No/100 Dollars ($10.00) to the undersigned grantor, **THE VILLAGE AT HIGHLAND LAKES, INC.**, an Alabama corporation, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **THE VILLAGE AT HIGHLAND LAKES, INC.**, an Alabama corporation, does by these presents, grant, bargain, sell and convey unto **NSH CORP.**, an Alabama corporation, (hereinafter referred to as "Grantees"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

> Lot 48, according to the Survey of The Village at Highland Lakes, Kelham Grove Neighborhood, Map Book 43, Page 87 A&B, in the Office of the Judge of Probate of Shelby County, Alabama.
>
> Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, recorded as Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

All of the consideration was paid from the proceeds of mortgage loans closed simultaneously herewith.

The above property is conveyed subject to:

(1) Ad Valorem taxes due and payable October 1, 2014 and all subsequent years thereafter, including any "roll-back taxes."

(2) Public utility easements as shown by recorded plat, including any storm or sewer easements as shown on recorded plat.

(3) Restrictions as recorded in Instrument No. 20041202000659280 and amended in Instrument No. 20060524000244790 in said Probate Office.

(4) Easement to Alabama Power Company as recorded in Instrument No. 20060630000314890, Instrument No. 20060630000315260, Instrument No. 20060630000315270 and Instrument No. 20080401000130220 in said Probate Office.

(5) Easement to Bellsouth Telecommunications as recorded in Instrument No. 20050803000394300 in said Probate Office.

(6) Grant of Land Easement with Restrictive Covenants as recorded in Instrument No. 20061212000610650, Instrument No. 20060828000422180 and Instrument No. 20071108000516450 in said Probate Office.

(7) Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 20070223000084910, amended in Instrument No. 20070830000408300; further amended in Instrument No. 20080501000178840; further amended in Instrument No. 20090121000018210; Fourth Supplemental Declaration recorded in Instrument No. 20110125000025020; further amended by Corrective Fourth Supplemental Declaration in Instrument No. 20110406000107050; and further amended by Fifth Supplemental Declaration in Instrument 20110406000107060, in said Probate Office

(8) Declaration of Easement and Master Protective Covenants as recorded in Instrument No. 20060421000186650 in said Probate Office.

(9) Articles of Incorporation of Highland Village Residential Association as recorded in Instrument No. 20060314000120380 in the Probate Office of Shelby County, Alabama and re-recorded in Book LR200605, Page 6696 in the Probate Office of Jefferson County, Alabama.

(10) Mineral and mining rights including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 81, Page 417 in said Probate Office.

(11) Right of way to Shelby County, Alabama as recorded in Deed Book 196, Pages 237, 248 and 254 and Instrument No. 1992-15747 and Instrument No. 1992-24264 in said Probate Office.

(12) Right of way to Alabama Power Company as recorded in Deed Book 247, Page 905, Deed Book 139, Page 569, and Deed Book 134, Page 411 in said Probate Office.

(13) Right of way as recorded in Shelby Real 103, Page 844 and Map Book 3, Page 148 in said Probate Office.

(14) Easement for ingress/egress recorded in Deed Book 321, Page 812 in said Probate Office.

(15) Articles of Incorporation of The Village at Highland Lakes Improvement District recorded as Instrument No. 20051209000637840 and the Notice of Final Assessment of Real Property as recorded in Instrument No. 20051213000644260 in said Probate Office.

(16) Reservations, limitations, conditions and release of damages as recorded in Instrument No. 20051229000667950 in said Probate Office.

(17) Memorandum of Sewer Service Agreement regarding The Village at Highland Lakes as recorded in Instrument No. 20121107000427760 in said Probate Office.

(18) Declaration of Covenants, Conditions, and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Kelham Grove Neighborhood, including Natural Area easements and other easements, as recorded in Instrument No. 20130613000242820, in the Probate Office of Shelby County, Alabama,

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.

Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

Grantee hereby acknowledges that the Grantor herein may desire to annex its remaining or adjacent property within The Village at Highland Lakes in the City of Chelsea. Grantee agrees to cooperate with the Grantor in order to accomplish such annexation. Such cooperation may include, but not be limited to, the Grantor obtaining from the Grantee, its successors and assigns, an easement or fee simple right of way across or along a property line in a width sufficient for annexation in order to make Grantor's remaining property contiguous with property located within the City limits of Chelsea. Simultaneously with this conveyance of the Lots, Grantor hereby reserves any such easement or right of way necessary to annex its remaining property into the City of Chelsea, and and Grantor hereby retains an irrevocable Limited Power of Attorney for the limited purposes of future annexation of the Grantor's remaining property should Grantor desire to annex said property into the City of Chelsea and of the easement property being conveyed to Grantee into the City of Chelsea. Grantor's reservation of easements for annexation purposes shall not interfere with the building site on any lot. The foregoing shall be considered to be a part of the Permitted Exceptions.

20131209000474360 2/5 $27.00
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The Grantor is the Developer under the Declaration of Easements and Master Covenants for The Village at Highland Lakes, a Residential Subdivision, (recorded as Instrument Number 20060421000186650 in the Probate Office of Shelby County, Alabama) (the "Master Covenants"). In accordance with Section 11.17 of the Master Covenants, Grantor hereby assigns to Grantee with respect to the property herein conveyed (the "Lots") the Developer's rights under Section 6.4 of the Master Covenants so that the Lots shall be deemed to be owned by the Developer pursuant to Section 6.4 of the Master Covenants and each Lot shall be exempt from Assessments (as defined in the Master Covenants) until the sooner of either (i) the conveyance of the Lot to a person other than the Developer at which time the Assessments shall commence on the Lot so conveyed in accordance with Section 6.4 of the Master Covenants or (ii) the Developer elects to pay Common Area Assessments and Sector Assessments on the Lots owned by the Developer in accordance with Section 6.4 of the Master Covenants at which time Assessments shall commence on all of the Lots then owned by Grantee; provided that notwithstanding the foregoing, the Lots herein conveyed shall be subject to payment of the Initial Special Assessment in accordance with Section 6.3 of the Master Covenants. Except for the limited assignment of rights herein set forth, the Grantee shall have no other rights of the Developer under the Master Covenants with respect to the Lots or otherwise.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor, its successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. The Grantees(s) agree(s) that he (she) (they) is (are) acquiring the Property "AS IS", without any representation or warranty on the part of Grantor other than as to title. Further, the Grantees, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantees has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantee, his/her heirs and assigns, in fee simple, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 27th day of November, 2013.

GRANTOR:
THE VILLAGE AT HIGHLAND LAKES, INC.,
an Alabama corporation

By: _____
Douglas D. Eddleman,
Its President

The Village at Highland Lakes, Kelham Grove Neighborhood
Lot 48 to NSH Corp.

20131209000474360 3/5 $27.00
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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of The Village at Highland Lakes, Inc., an Alabama Corporation, 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 Officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this the 27th day of November, 2013.

NOTARY PUBLIC
My Commission ~~expires:~~ 6/5/2015

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantees, its successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

NSH CORP.
an Alabama corporation

By: Robert L. Holman,
Its: Executive Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert L. Holman, whose name as Executive Vice President of President of NSH Corp. an Alabama corporation, 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 Officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th day of November, 2013.

NOTARY PUBLIC
My Commission expires: 6-5-2015

20131209000474360 4/5 $27.00
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Real Estate Sales Validation Form

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

Grantor's Name	The Village at Highland Lakes, Inc.	Grantee's Name	NSH Corp.
Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223	Mailing Address	3545 Market St. Birmingham, AL 35226
Property Address	2968 Kelham Grove Way Birmingham, AL 35242	Date of Sale	November 27, 2013
		Total Purchase Price	$ 50,000.00
		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)

____ Bill of Sale
____ Sales Contract
X 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.

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

20131209000474360 5/5 $27.00
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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 The Village at Highland Lakes, Inc. by Douglas D. Eddleman, President

____ Unattested _____ (verified by) Sign _____ (Grantor/Grantee/Owner/Agent) circle one

Form RT-1