

NOTE: ALL OF THE PURCHASE PRICE RECEIVED WAS PAID FROM A FIRST PURCHASE MONEY MORTGAGE LOAN of \$ 1,449,570.00 CLOSED SIMULTANEOUSLY HEREWITH.

HILLSBORO DEED FORM

Upon recording return this instrument to:

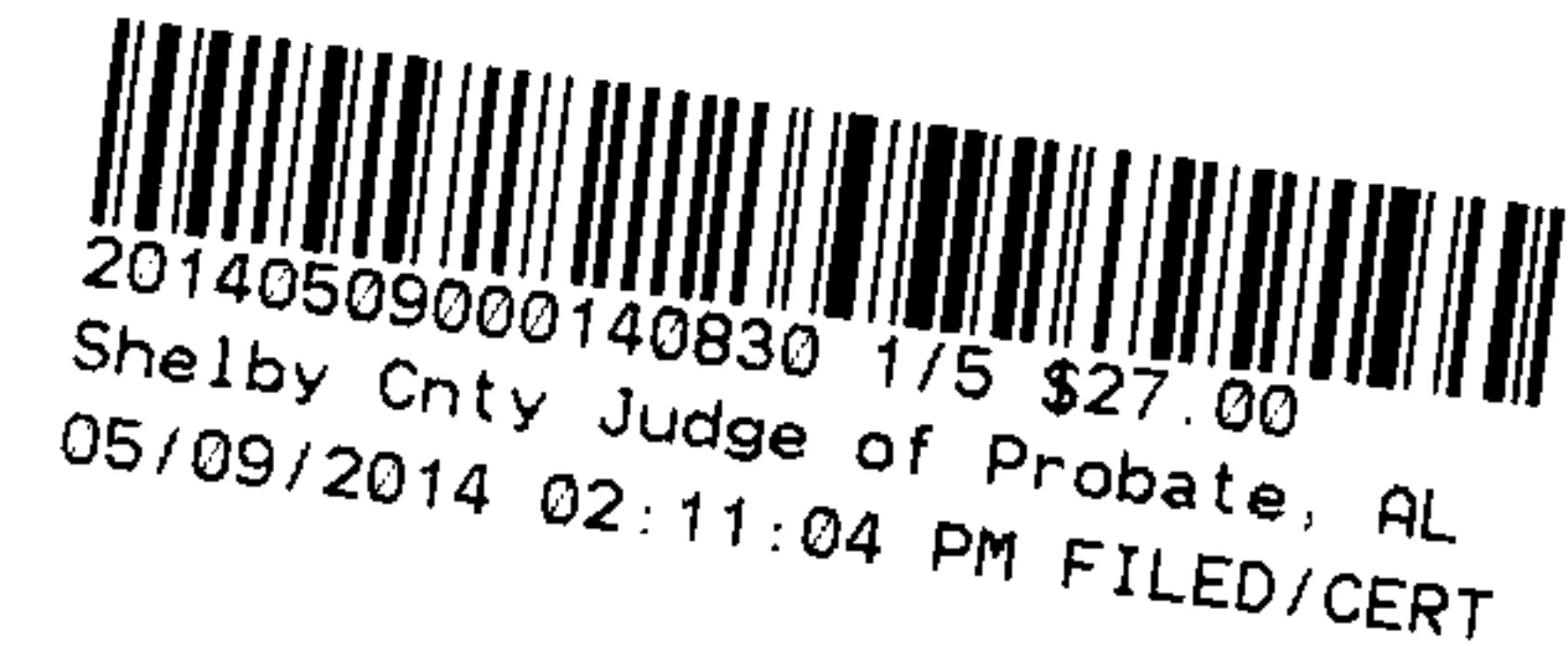
Newcastle Construction, Inc.
3978 Parkwood Road Southeast
Bessemer, Alabama 35022
Attention: Mr. Glenn Siddle, President

This instrument was prepared by:

Michael M. Partain, Esq., General Attorney
United States Steel Corporation
Law Department-Alabama Office
610 Preserve Parkway, Suite 200
Hoover, Alabama 35226

Mail tax notice to:

Newcastle Construction, Inc.
3978 Parkwood Road Southeast
Bessemer, Alabama 35022
Attention: Mr. Glenn Siddle, President



STATE OF ALABAMA)
COUNTY OF SHELBY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by **NEWCASTLE CONSTRUCTION, INC.**, an Alabama corporation (hereinafter referred to as the "Grantee"), to the undersigned, **UNITED STATES STEEL CORPORATION**, a Delaware corporation (hereinafter referred to as the "Grantor"), the receipt of which is hereby acknowledged, the Grantor does by these presents grant, bargain, sell, and convey unto the Grantee the following described land, subject to the conditions and limitations contained herein, **MINERALS AND MINING RIGHTS EXCEPTED**, situated in Shelby County, Alabama, to wit:

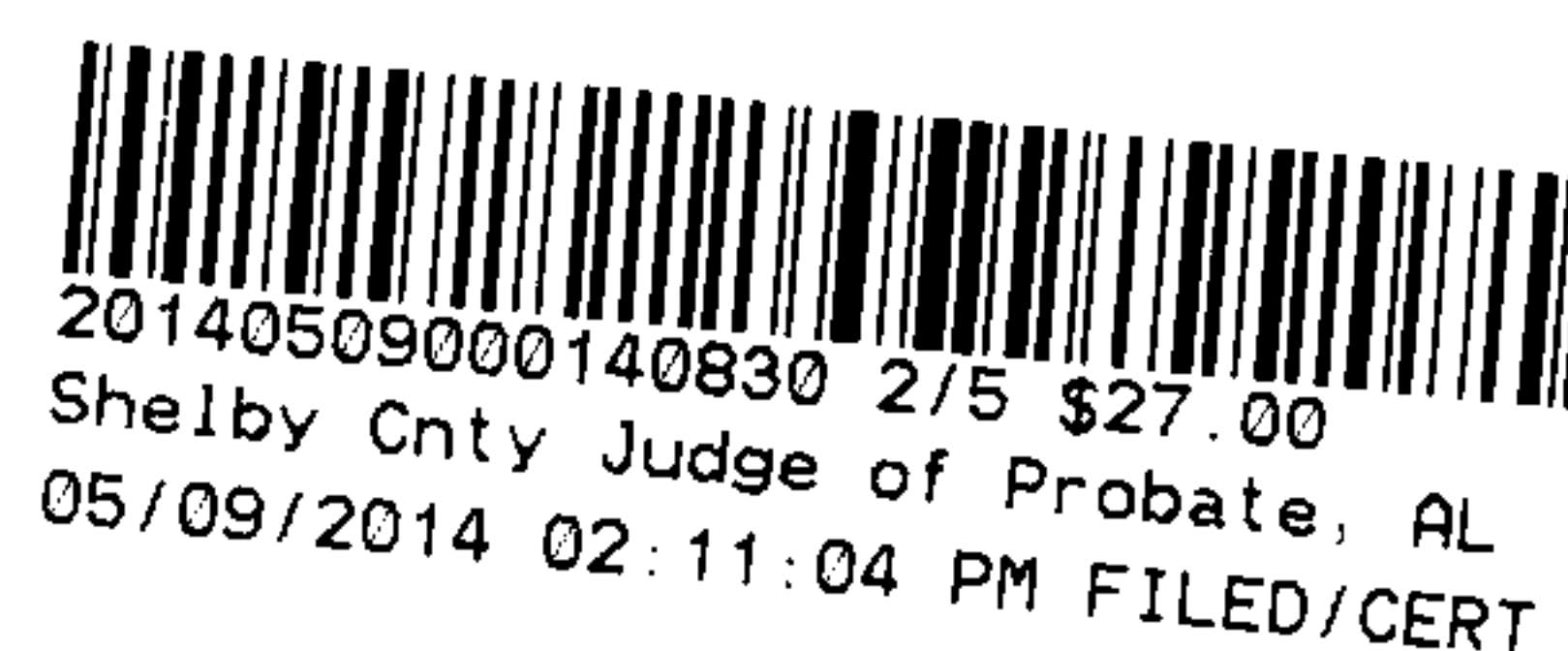
Lot 53, according to the Survey of Amended Hillsboro Subdivision, Phase II, as recorded in Map Book 38, Page 147 A and B, in the Probate Office of Shelby County, Alabama;

Lots 64A and 77A, according to the Survey of Second Amended Hillsboro Subdivision, Phase II, as recorded in Map Book 39, Page 141 A and B, in the Probate Office of Shelby County, Alabama; and

Lots 142, 170, 358, and 377, according to the Survey of Hillsboro Subdivision, Phase III, as recorded in Map Book 39, Page 123 A, B, and C, in the Probate Office of Shelby County, Alabama (collectively, the "Property").

The Property is conveyed subject to the following:

1. Real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, and assessments of the levying jurisdictions, not yet due and payable.
2. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
3. All matters affecting the Property as shown on the recorded subdivision plat for the Property.
4. Covenants, conditions, restrictions, easements, assessments, liens, and encumbrances set forth in the Articles of Incorporation of Hillsboro Residential Association, Inc. as recorded in Bk: LR200666, Pg: 12615, in the Probate Office of Jefferson County, Alabama, and unrecorded By-Laws thereof, and the Declaration of Protective Covenants of Hillsboro (Residential) as recorded in Instrument No. 20061121000567590 in the Probate Office of Shelby County, Alabama, as amended.
5. Covenants, conditions, restrictions, easements, assessments, liens, and encumbrances set forth in the Articles of Incorporation of Appleford Swim Club, Inc. as recorded in Bk: LR200666, Pg: 12629 in the Probate Office of Jefferson County, Alabama, and unrecorded By-Laws thereof, and the Declaration of Covenants, Conditions, and Restrictions for Appleford (a Hillsboro community) as recorded in Instrument No. 20061121000567600 in the Probate Office of Shelby County, Alabama, as amended.
6. The Property conveyed by this instrument shall be limited to the development of single-family residential homes.
7. Grantee has made its own independent inspections and investigations of the Property, and is taking the Property **"AS IS, WHERE IS, WITH ALL FAULTS"** and based solely and in reliance upon such inspections and investigations of the Property. Grantor makes no representation, warranty or agreement concerning the conditions of the Property, the soil or the sub-soil. Grantee, for itself and its successors and assigns, waives all claims, present and future, against Grantor based upon or in connection with the condition of the Property, including but not limited to underground aquifers, mines, tunnels, or sinkholes, and hereby releases Grantor from any liability whatsoever with respect thereto, and this covenant shall run with the land as against Grantee and all other successors in title.
8. This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the Property or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said the Property, or to any owners or occupants or other persons in or upon the Property, resulting from past mining and/or gas or oil producing operations of the Grantor, or its successors, assigns, licensees, lessees, or contractors, or resulting from past blasting, past dewatering, or the past removal of coal, iron ore, gas, oil, coal bed methane gas and all other minerals or coal seam or other roof supports by the Grantor, or its successors, assigns, licensees, lessees, or contractors, whether said mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by the Grantee herein or by said Grantee's successors in title, this conveyance being made expressly subject to all such past or future injuries related to such past mining operations and this condition shall constitute a covenant running with the land as against the said Grantee and all persons, firms, or corporations holding under or through said Grantee.



9. **Except with respect to a conveyance by Grantee to an affiliated legal entity owned or controlled in whole or in part by Grantee or its principals, Grantor, its successors and assigns, reserves a right of first refusal to purchase the Property in the event that the Grantee should desire to sell or otherwise convey the same within forty-eight (48) months from the date of recording hereof.** Grantee shall first offer to sell the Property to Grantor, its successors and assigns, for the same price, terms, and conditions as stated in the real estate sales contract by and between Grantor and Grantee, it being understood and agreed that Grantor, its successors and assigns, shall have the first option to purchase the Property upon such price, terms and conditions. In order to exercise its right of first refusal, Grantor, its successors and assigns, shall give written notice to Grantee of such exercise within seven (7) days following Grantor's, its successors' and assigns', receipt of written notice of Grantee's intent to sell or otherwise convey the Property. The right of first refusal provided for in this Paragraph shall terminate upon the earlier of (i) the expiration of forty-eight (48) months from the date of recording hereof; or (ii) upon commencement of construction of a house on the Property as evidenced by the completion of the foundation of such house; or (iii) upon written notice of Grantor's election not to purchase the Property.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns forever.

And the Grantor does for itself and for its successors and assigns covenant with the Grantee and to Grantee's successors and assigns, that it is seized and possessed of the Property and has the right to convey it, and it warrants the title against all persons claiming by, through or under the Grantor.

(Remainder of page intentionally left blank. See following page for signatures.)

20140509000140830 3/5 \$27.00
Shelby Cnty Judge of Probate, AL
05/09/2014 02:11:04 PM FILED/CERT

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers or representatives on this the 25th day of April, 2014.

GRANTOR:

ATTEST:

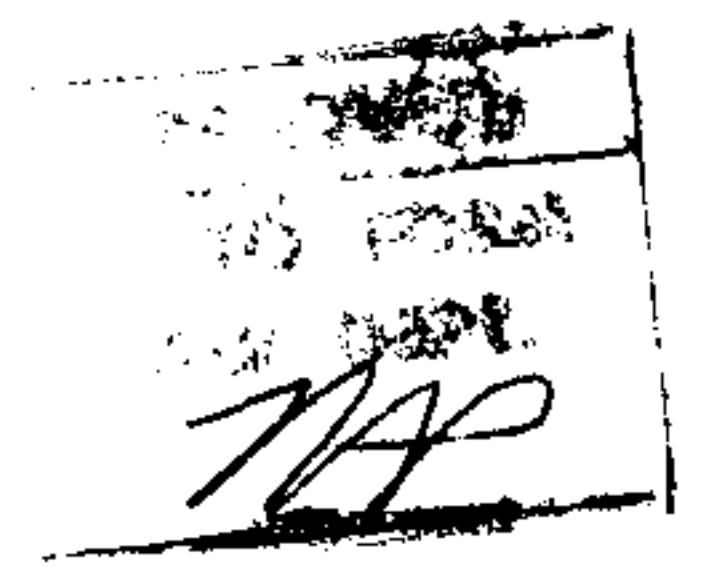
UNITED STATES STEEL CORPORATION

By: Michael Porter

Title: Assistant Secretary

By: W. L. Silver, III

Title: Director-Real Estate, Southeast
USS Real Estate, a division of
United States Steel Corporation



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

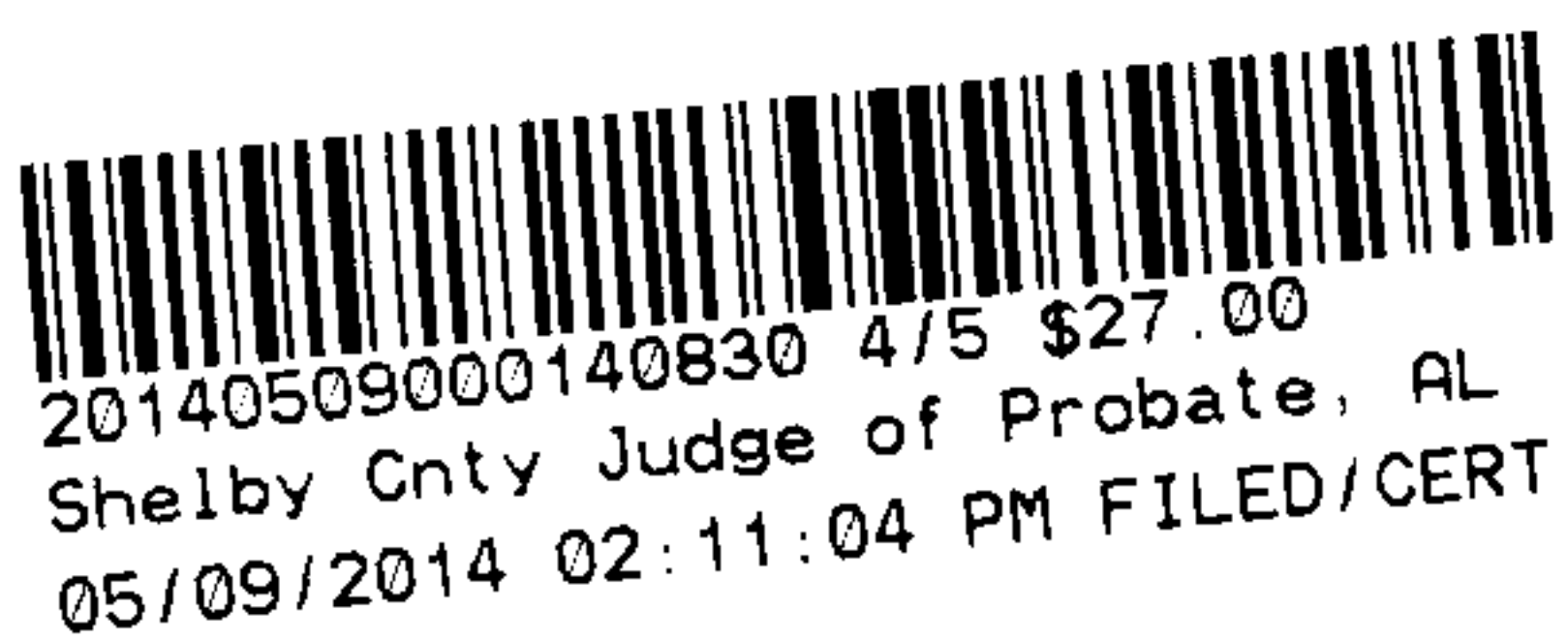
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Silver, III, whose name as Director-Real Estate, Southeast, USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of April, 2014.

Michael Porter
Notary Public

[SEAL]

My Commission Expires: 2-25-2017



Real Estate Sales Validation Form

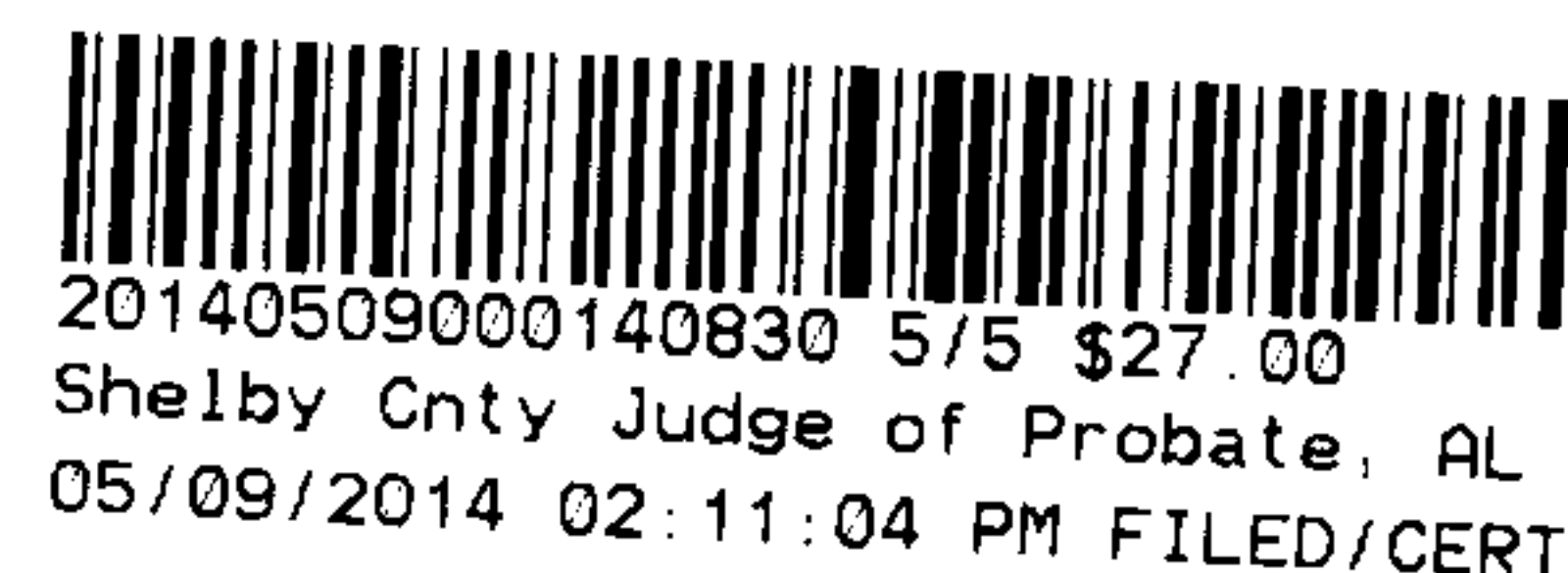
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	UNITED STATES STEEL CORP	Grantee's Name	NEWCASTLE CONSTRUCTION, INC.
Mailing Address	610 PRESERVE PARKWAY, SUITE 200 HOOVER, AL 35226	Mailing Address	3978 PARKWOOD ROAD SE BESSEMER, AL 35022
Property Address	LOT 53, 64A, 77A, 12, 170, 358 & 377 HILLSBORO HELENA, AL 35080	Date of Sale	4/29/14
		Total Purchase Price	\$363,000.00
		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
☒ 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:

4-29-14

Print

Sign

(Grantor/Grantee/Owner/Agent) circle one

Unattested

(verified by