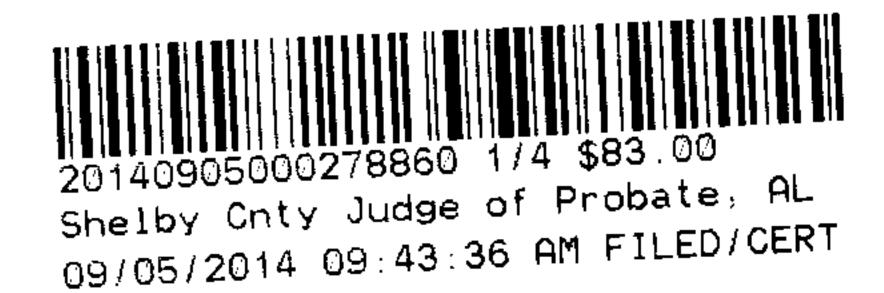
Send Tax Notice To:

NSH Corp.
3545 Market Street

Hoover, AL 35226

This instrument was prepared by:
Brian Plant
Law Offices of J. Steven Mobley
2101 – 4<sup>th</sup> Avenue South, Ste. 200
Birmingham, Alabama 35233



#### STATUTORY WARRANTY DEED

STATE OF ALABAMA	)	
		KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF SHELBY	)	

THAT IN CONSIDERATION OF **Three Hundred Thousand and 00/100 Dollars** (\$300,000.00) and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **Mobley Development, Inc.**, an Alabama Subchapter S corporation (herein referred to as Grantor), does grant, bargain, sell and convey unto **NSH Corp.**, an Alabama corporation (herein referred to as Grantee), the following described real estate situated in the State of Alabama, County of Shelby (the "Property"), to-wit:

Lots 2021, 2022, 2023, 2024 and 2025, Glen Iris at Kilkerran, Phase II, as recorded in Map Book 44 Page 36, in the Probate Office of Shelby County, Alabama

### Subject to:

- Declaration of Protective Covenants for Glen Iris at Kilkerran, Phase I, as recorded in the Probate Office of Shelby County, Alabama, Instrument No. 20140623000190450.
- 2. General and special taxes or assessments for 2014 and subsequent years not yet due and payable.
- 3. Existing easements, restrictions, set-back lines, rights of way, limitations, if any, and mineral and mining rights of record.
- 4. Exhibit A attached hereto and made a part hereof.

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

Purchaser acknowledges and agrees that (a) Purchaser has been given the absolute and unfettered right prior to executing this Agreement to conduct all inspections, tests, evaluations and investigations of the Lot as Purchaser, in Purchaser's sole discretion, may determine to be necessary in order to satisfy Purchaser of the physical and environmental condition of the Lot and all other aspects of the Lot, including, without limitation, the zoning of the Lot and utility availability for the Lot, (b) Purchaser has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot, including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Lot, (c) Seller has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Lot or any portion thereof, the suitability or fitness of the Lot for any intended or specific use or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the Lot and (d) the Lot is sold and Purchaser does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Lot or any other real property surrounding, adjacent to or in close proximity with the Lot which may be owned by Seller.

\$240,000.00 of the purchase price recited above is being paid by a mortgage loan closed simultaneously herewith.

Shelby County, AL 09/05/2014

State of Alabama
Deed Tax: \$60.00

IN WITNESS WHEREOF, the said Grantor has hereto set its signature this the 6<sup>th</sup> day of August, 2014.

MOBLEY-DEVELOPMENT, INC.	
By: Aller I pl	les
J. Steven Mobley, President	

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name as President of Mobley Development, Inc., a corporation, 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 corporation.

Given under my hand and official seal, this the 6th day of August, 2014.

STATE OF ALABAMA

COUNTY OF SHELBY

•

Notary Public
My Commission Expires: 3-29-/7

### EXHIBIT "A"

# Attached hereto and made a part of that certain Statutory Warranty Deed dated August 6, 2014, by and between Mobley Development, Inc., Grantor, and NSH Corp., Grantee

### COVENANT FOR STORM WATER RUN-OFF CONTROL

Grantee does, for itself, its successors and/or assigns, herewith covenant and agree to take all measures necessary to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil & grease, chemicals, material, etc.) to waters of the State from disturbed areas within the boundaries of the property herein conveyed.

Grantee further covenants to exercise applicable Best Management Practices (BMPs) for control of pollutants in storm water run-off as provided in the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas and to comply with all city, county, and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act, as amended, and the Alabama Environmental Management Act, as amended.

Grantee further agrees to comply with applicable portions of the Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination Systems (NPDES) General Permit issued for the property herein conveyed.

Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed BMPs for the control of pollutants in storm water run-off.

Grantor further reserves the right and authority to impose a lien on the property herein conveyed for the collection of costs incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within ten (10) days after receipt of written demand.

The Grantee also agrees to pay any administrative fines and associated legal fees levied by the ADEM against the Grantor for non-compliance situations arising from actions or negligence on the part of the Grantee.

The foregoing shall be and is covenant running with the land to the benefit of Grantor, its successors and/or assigns.

Grantee does hereby acknowledge and agree to the matters stated herein.

20140905000278860 3/4 \$83.00 Shelby Cnty Judge of Probate, AL 09/05/2014 09:43:36 AM FILED/CERT

### Real Estate Sales Validation Form

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

Granto	r's Name		Mobley Develop	ment, In	c.,	
Mailing	g Address		2101-4th Avenue Birmingham, AL	•	Suite 200	
Grantee	e's Name		NSH Corp.			20140905000278860 4/4 \$83.00 Shelby Cnty Judge of Probate, AL
Mailing	g Address		3545 Market Street Hoover, AL 3522			09/05/2014 09:43:36 AM FILED/CERT
Propert	ty Address		322, 324, 326, 32 Pelham, AL 3512		Kilkerran Lane	
Date of	f Sale		August 7, 2014			
or Actu	Purchase Prual Value	\$	\$300,000.00			
or Asse	essor's Mai	rket Value	\$			
The pur	<del>-</del>	e or actual value Bill of Sale Sales Contract Closing Statem		orm can b	oe verified in the follo _Appraisal _Other	owing documentary evidence: (check one)
	onveyance equired.	document pres	ented for recordatio	n contair	ns all of the required	information referenced above, the filing of this form
	r's name ang address.	nd mailing addr	ess – provide the na	me of th	Instructions ne person or persons c	conveying interest to property and their current
Grantee	e's name a	nd mailing addr	ess – provide the na	ame of th	ne person or persons t	o whom interest to property is being conveyed.
Propert	ty address -	- the physical a	ddress of the proper	ty being	conveyed, if available	le.
Date of	f Sale – the	date on which	interest to the prope	erty was	conveyed.	
	Purchase pr for record		mount paid for the p	ourchase	of the property, both	real and personal, being conveyed by the instrument
	nent offered		<del>-</del>			real and personal, being conveyed by the by a licensed appraiser or the assessor's current
the prop	perty as de	termined by the	local official charg	ged with		air market value, excluding current use valuation, of valuing property for property tax purposes will be 2-1 (h).
underst		y false stateme	•			nis document is true and accurate. I further tion of the penalty indicated in Code of Alabama
Date	August 7	, 2014		Print:	John L. Hartman, I	
Unattes	sted	(verifi	ed by)	Sign:	(Grantpr/Gran	ntee/Owner/Agen) circle one