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

Send Tax Notice to:
Billy Mac Sanders, III
7278 Cahaba Valley Road Apt. 106A
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

20150713000234920 1/5 \$56.00 Shelby Cnty Judge of Probate, AL 07/13/2015 09:30:50 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Four Hundred Twenty Six Thousand Nine Hundred Five and NO/100 Dollars (\$426,905.00) to the undersigned grantor, RIDGE CREST PROPERTIES, LLC, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said RIDGE CREST PROPERTIES, LLC, an Alabama Limited Liability Company, by these presents, grant, bargain, sell and convey unto Billy Mac Sanders, III (hereinafter referred to as "Grantee", whether one or more), his heirs and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-38, according to the Survey of Chelsea Park, First Sector, Phase III, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to the use the Common Areas as more particularly described in the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park First Sector, filed for record as Instrument No. 20060605000263850 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

\$396,905.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

Shelby County, AL 07/13/2015 State of Alabama Deed Tax:\$30.00

- (1) Ad Valorem taxes due and payable October 1, 2015.
- (2) Building setback lines as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat.

Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Instrument No. 200413 at Page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park 1st Sector, as recorded in Instrument No. 20061108000263850, and Supplementary Declaration and Amendment to Declaration for First Sector, Phase 3 and Phase 4 as recorded in Instrument #20060605000263850, in the Probate Office of Shelby County, Alabama.

(5) Easement to Alabama Power Company as recorded in Instrument No. 20051031000564090, Instrument No. 20060828000422650 and Instrument No. 20051031000564050, in the Probate Office of Shelby County, Alabama.

(6) Colonial Pipeline Easement recorded in Volume 283, Page 716, Volume 223, Page 823, Volume 253, Page 324, and Volume 227, Page 637, in the Probate Office of Shelby County, Alabama.

(7) Restrictions, limitations, conditions and other provisions as set out in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama.

(9) Conservation Easement and Declaration of Restrictions and Covenants as recorded as Instrument No. 20041228000703990; Instrument No. 20031222000822880; Instrument No. 20041228000703980.

(10) Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment of District One as recorded in Instrument No. 20050209000065520.

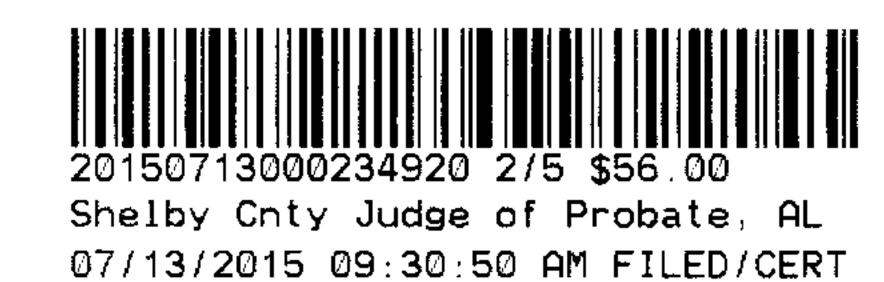
(11) Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property,, as shown by instruments recorded in Instrument No. 20060424000189000 in Probate Office.

(12) Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210.

(13) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670.

(14) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460, in the Probate Office of Shelby County, Alabama.

(15) Memorandum of Sewer Service Agreements regarding Chelsea Park with Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750, in the Probate Office of Shelby County, Alabama.



By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, 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 Grantee 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 members, 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 Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD to the said Grantee, his heirs, personal representatives, successors and assigns, forever. And said Grantor does for itself, its successors and assigns covenant with said Grantee, his heirs, personal representatives, successors and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantee, his heirs, personal representative, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this day of July, 2015.

SELLER:

RIDGE CREST PROPERTIES, LLC,

an Alabama Limited Liability Company

William David Brady,

Its Sole Member

Ridge Crest Properties, LLC LOT 1-38 - Billy Mac Sanders, III 20150713000234920 3/5 \$56.00

Shelby Cnty Judge of Probate, AL 07/13/2015 09:30:50 AM FILED/CERT

STATE OF ALABAMA) COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that William David Brady, whose name as Sole Member of Ridge Crest Properties, LLC, an Alabama Limited Liability Company, 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 member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 0day of July, 2015.

> My Comm. Expires MOTARY PUBLIC June 2, 2019 6/2/2019 My Commission expires:

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

Billy Mac Sanders, III

STATE OF ALABAMA) COUNTY OF JEFFERSON)

Shelby Cnty Judge of Probate, AL 07/13/2015 09:30:50 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, Billy Mac Sanders, III, whose name 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, the executed the same voluntarily on the day the same bears.

Given under my hand and official seal this 0 day of June, 2015.

My Comm. Expires

NOTARY PUBLIC

My Commission expires:

Real Estate Sales Validation Form

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

Grantor's Name	Ridge Crest Homes, LLC	Grantee's Name	Billy Mac Sanders, III
	13521 Hwy. 280, Ste. 101		7278 Cahaba Valley Rd., Apt 106A
Mailing Address	Birmingham, AL 35242	Mailing Address	Birmingham, AL 35242
	3001 Kingston Lane		
Property Address	Chelsea, AL 35043	Date of Sale	July 8, 2015
		Total Purchase Price	\$ 426,905.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	<u>\$</u>
	lation of documentary evidence is no	an be verified in the following document t required) Appraisal Other Deed	ntary evidence:
If the conveyance doos is not required.	cument presented for recordation cor	ntains all of the required information ref	ferenced above, the filing of this form
		Instructions	
Grantor's name and mailing address.	mailing address - provide the name	e of the person or persons conveying	g interest to property and their current
Grantee's name and	mailing address - provide the name of	of the person or persons to whom interes	est to property is being conveyed.
Property address - the property was conveyed	•	being conveyed, if available. Date of S	Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purch	ase of the property, both real and pers	sonal, being conveyed by the instrument
Actual value - if the postered for record. The	property is not being sold, the true value may be evidenced by an appraisal	lue of the property, both real and pers conducted by a licensed appraiser or	onal, being conveyed by the instrument the assessor's current market value.
the property as deter	d and the value must be determined mined by the local official charged w be penalized pursuant to <u>Code of Ala</u>	ith the responsibility of valuing propert	alue, excluding current use valuation, of y for property tax purposes will be used
I attest, to the best of that any false statem (h).	my knowledge and belief that the infents claimed on this form may result	formation contained in this document is in the imposition of the penalty indica	s true and accurate. I further understand ted in <u>Code of Alabama 1975</u> § 40-22-1
Date	- <u></u>	Ridge Crest Homes, LL Print <u>by: William David Brac</u>	
Unattested		Sign_	
	(verified by)		Owner/Agent) circle one

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