

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

Send Tax Notice To:
Ridge Crest Homes, LLC
13521 Shelby Co. Hwy 280 Suite 101
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY) **STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Ten and 00/100 Dollars (\$10.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **The Crossings Investment Co., LLC**, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **RIDGE CREST HOMES, LLC**, an Alabama limited liability company (hereinafter referred to as GRANTEE), its successors and assigns, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lots 116, 126, 127 and 154, according to the Survey of Polo Crossings, Sector I, as recorded in Map Book 39, Page 41, in the Probate Office of Shelby County, Alabama.

\$77,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Subject To:

1. Ad valorem taxes for 2016 and subsequent years not yet due and payable until October 1, 2016.
2. Existing covenants and restrictions, easements, building lines and limitations of record.
3. Mineral and mining rights not owned by grantor.
4. Right-of-Way granted to Alabama Power Company recorded in Inst. No. 2007-18008.
5. Covenants, conditions, release of damages, architectural control committee, liens for assessments, and restrictions for Polo Crossings and The Village at Polo Crossings as recorded in Instrument No. 20071008000469200; amended by First Amendment as recorded in Instrument No. 20080512000512000192610 and by Second Amendment recorded in Instrument No. 20100325000086330 and by Third Amendment recorded in Instrument No. 20100618000195550 and Assignment of Developer Rights recorded in Instrument No. 20100325000086360.
6. Covenants, Conditions, Maintenance Agreements, access easements and terms contained in that certain Declaration of Sanitary Sewer Easement between 280 Properties, LLC, Polo Farms Investments, LLC and Double Oak Water Reclamation, LLC as recorded in Instrument No. 20090903000340190.
7. Articles of Organization of Polo Crossings Owners Association, Inc. recorded in Instrument No. 20071008000469190.

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, permittees, licensees and lessees, hereby acknowledge s and agrees that (a) Grantee has been given the absolute and unfettered right, prior to purchasing the lots from Grantor, to conduct all inspections, test, evaluations and investigations of the Lot(s) as Grantee, in Grantee's sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the lot and utility availability of the Lot, (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Lot(s), including, without limitation the existence or presence of any sinkholes, underground mines, tunnels, water channels, soil compaction, and limestone formations or deposits on, under, adjacent to or in close proximity with the Lot(s), (c) Grantor has not made and does not make any covenants, representations or warranties either express or implied, regarding the physical condition of the lot(s) or any portion thereof, the suitability or fitness of the Lot(s) 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(s) is/are sold and Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, stockholders, mortgagees, successors and assigns, of and from any and all actions, causes of actions, 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, soil compaction, tunnels, water channels and limestone formations and deposits) under or upon the Lot(s) or any other personal or real property surrounding, adjacent to or in close proximity with the Lot(s) which may be owned by the Grantor.

CLAYTON T. SWEENEY, ATTORNEY

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, said GRANTOR has through its duly authorized member hereunto set its hand and seal this the **15th** day of **July, 2016**.

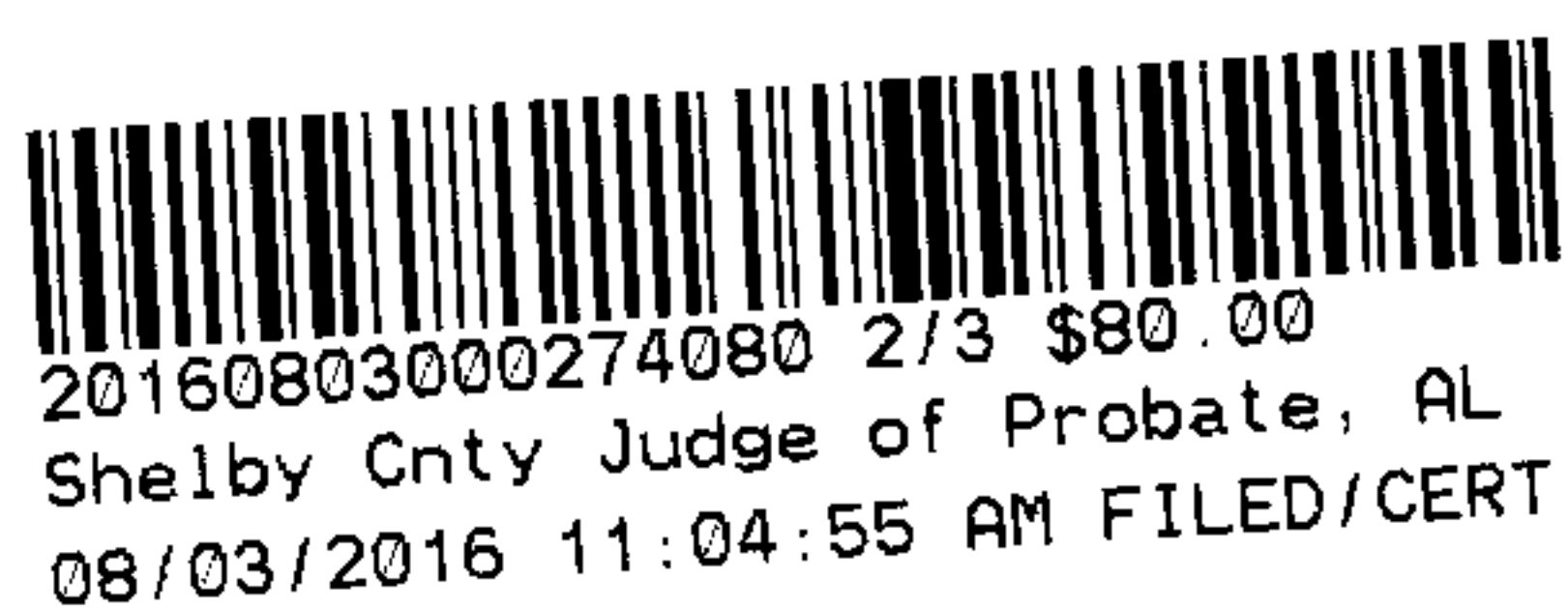
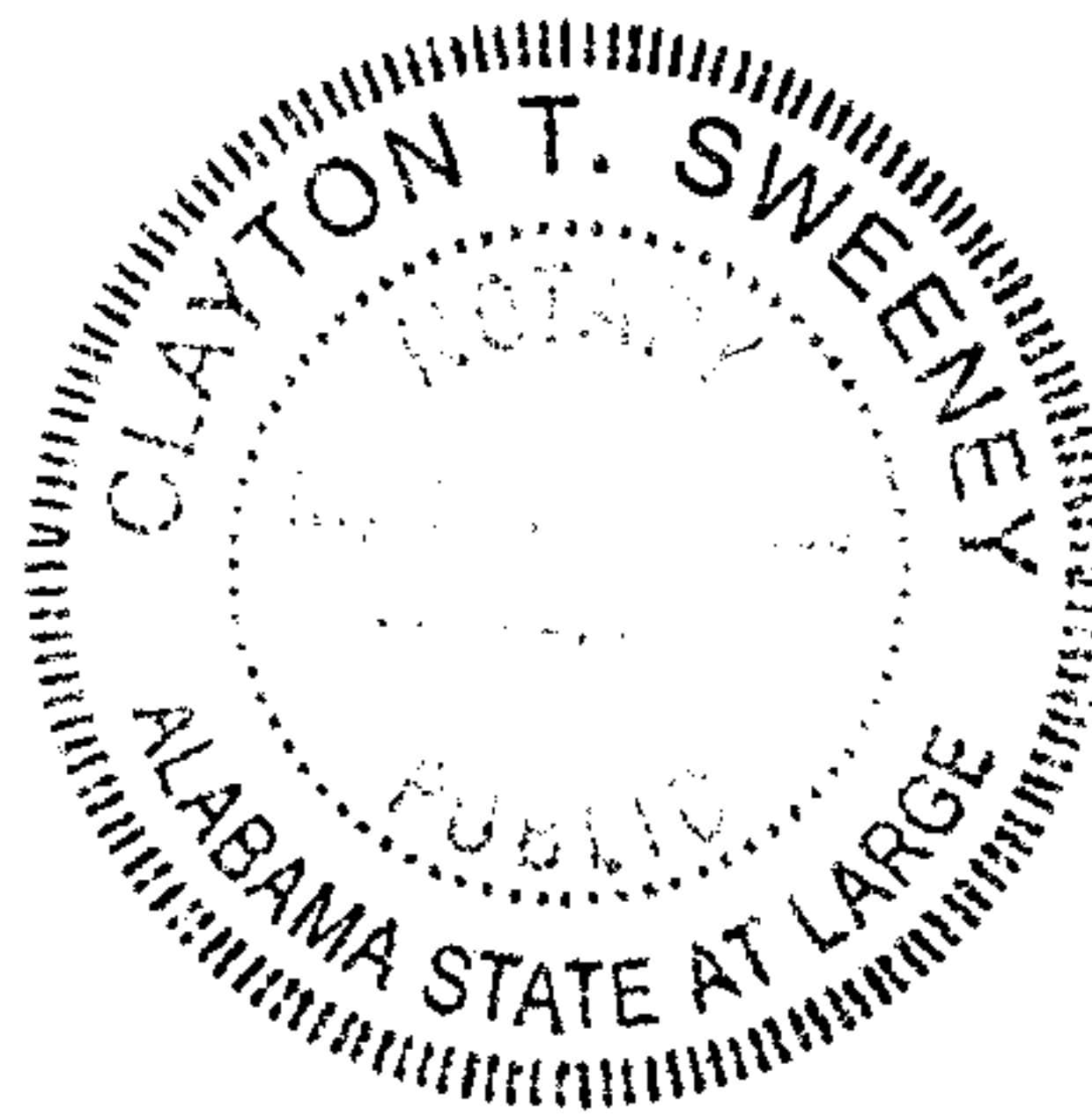
By: Courtney H. Mason, Jr., Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Courtney H. Mason, Jr., whose name as Member of The Crossings Investment Co., LLC, an Alabama limited liability company, 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 the Instrument, he as such Member and with full authority, signed the same voluntarily for and as the act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 15th day of July, 2016.

NOTARY PUBLIC
My Commission Expires: 06-02-2019



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 Crossings Investment Co., LLC

Grantee's Name Ridge Crest Homes, LLC

Mailing Address PO Box 381208
Birmingham, AL 35238

Mailing Address 13521 Shelby Co. Hwy 280, Ste. 101
Birmingham, AL 35242

Property Address Lots 116, 126, 127, and 154
Polo Crossings

Date of Sale July 15, 2016

Total Purchase Price \$ 136,000.00

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/ Assessor's Appraised Value
☐ Other - property tax redemption

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 _____

The Crossings Investments Co., LLC
Print by: Courtney M. Mason, Jr. Member

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

20160803000274080 3/3 \$80.00
Shelby Cnty Judge of Probate, AL
08/03/2016 11:04:55 AM FILED/CERT