THIS INSTRUMENT PREPARED BY: JOSEPH CHARLES SOMMA, ESQ. CARIBOU NATIONAL TITLE, INC. 2084 VALLEYDALE ROAD BIRMINGHAM, ALABAMA 35244

PLEASE SEND TAX NOTICES TO: KEVIN G. GRICE FRANKIE E. GRICE 114 FALLING WATERS LANE MAYLENE, AL 35226

## **QUITCLAIM DEED**

STATE OF ALABAMA	)
	)
COUNTY OF SHELBY	)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Forty Five Thousand and 00/100 Dollars (\$45,000.00) the amount of which can be verified by the sale contract between the two parties, to the undersigned GRANTOR(S) in hand paid by the GRANTEE(S) herein, the receipt and sufficiency whereof is hereby acknowledged, I/we Prominence Homes, LLC whose address is 2084 Valleydale Road, Birmingham, AL 35244 (herein referred to as GRANTOR(S)), do hereby grant, bargain, sell and fully convey unto Kevin G. Grice and Frankie E. Grice (herein referred to as **GRANTEE(S))**, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 8, according to the Survey of Maple Ridge Subdivision, as recorded in Map Book 37, page 87, in the Probate Office of Shelby County, Alabama.

Source of Title: Instrument # 20160711000238680.

Property address: 420 Acer Trail, Alabaster, AL 35007.

TO HAVE AND TO HOLD unto the said GRANTEE(S), his/her/their heirs and assigns, forever.

IN WITNESS WHEREOF, GRANTOR(S) has/have hereunto set his/her/their hand(s) and seal, this the 22nd day of December, 2016.

Prominence Homes, LLC

By: Misty Glass Its: Manager

STATE OF ALABAMA **COUNTY OF JEFFERSON** 

I, the undersigned, a Notary Public, hereby certify that Misty Glass, as Manager of Prominence Homes, LLC, whose name 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 and with full authority, she/he has executed the same voluntarily on the day the same bears date.

Given under my hand this 22<sup>nd</sup> day of December, 2016.

Notary Public

My commission expires:

Shelby Cnty Judge of Probate, AL

12/29/2016 03:09:55 PM FILED/CERT

Shelby County: AL 12/29/2016 State of Alabama Deed Tax: \$45.00

THE WALLEY

STATE OF ALABAMA	1
TERMINATION OF REAL ESTATE	)
OPTION AGREEMENT	)
SHELBY COUNTY	}

This termination of Real Estate Option Agreement ("Termination") is dated as of October 10 2016 by and between Safe Future Investments LLC ("Seller") and Adi Raz ("Buyer/Investor").

- A. Seller and Buyer Investor previously entered into a Real Estate Option Agreement recorded on February 12 2015 at 04:24:05 p.m., relating to certain real property located in the County of Shelby (the "County"). State of Alabama, particularly Lots 309 320 and 316 according to the Survey of the Village at Polo Crossings Sector I, as recorded in Map Book 39, page 42. In the Probate Office of Shelby County, Alabama, and which is attached as Exhibit "A"; and
- B. Pursuant to Exhibit A, Seller previously granted the Buyer/Investor the option to receive three lots as recorded.
- C. Seller and Buyer Investor caused to be recorded the Real Estate Option Agreement attached hereto as Exhibit A in the official records of the County. Alabama in order to put interested parties on notice of the option agreement.

## D. The Real Estate Option Agreement has been terminated and is no longer of any force or effect.

E. Seller and Buyer Investor now desire to cause this Termination to be recorded in the Official Records of the County, Alabama, in order to put interested parties on notice that the Real Estate Option Agreement has been terminated.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer Investor hereby (a) terminate the Real Estate Option Agreement previously recorded; (b) agree that the Real Estate Option Agreement has terminated; (c) agree that the Real Estate Option Agreement is void and of no force or effect.

In Witness Whereof. Seller and Buyer Investor have executed this Termination as of the date first written above.

Seller: Safe Future Investments, LLC

Witness Charleen Mullen

Buyer/Investor Adi Raz

Witness CSVICAT YAZ

20161229000473530 2/5 \$72.00 Shelby Chty Judge of Probate: AL 12/29/2016 03:09:55 PM FILED/CERT

Exh. b. Lina

STATE OF ALABAMA	)	20150212000046650 Shelby Cnty Judge 02/12/2015 04:24
REAL ESTATE OPTION AGREEMENT	) )	
SHELBY COUNTY	)	

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FOR and in consideration of the sum of Ninety Six Thousand Six Hundred Sixty AND 00/100 Dollars (\$96,660.00) receipt of which is hereby acknowledged, Safe Future Investments, LLC (hereinaster "Company") does hereby grant unto ADI RAZ (hereinafter "Lender"), its (their, his) nominees, assigns, heirs or representatives, the exclusive right and option to purchase upon the terms and conditions set out below, the following described real estate together with all improvements, situated in Shelby County, Alabama, to-wit:

Lots 230, 309, 320, 316 according to the Survey of the Village at Polo Crossings Sector 1, as recorded in Map Book 39, pages 42A, 42B & 42C, in the Probate Office of Shelby County, Alabama.

This option is on the lot and any existing development and construction. This option is being executed for sole the purposes of security for the Loan Agreement ("Loan Agreement") between the Company and the Lender dated December 2015. Pursuant to the terms of the "Loan Agreement," the company will construct houses on the lots sell the houses, and distribute the revenue to the Lender and the Company, pursuant to the Loan Agreement, and the provision of the loan agreement will govern this agreement.

The terms of the Option are as follows:

- The Lender will loan funds to the Company for the construction of houses pursuant to terms of the "Loan Agreement."
- In exchange the Company will build houses on the lots in Polo Crossings and then sell the 2. houses with the proceeds distributed to the Lender and Company pursuant to the terms of the "Loan Agreement."
- On the day of each sale the option will be canceled to enable its sale, and the consideration of 3. the sale will be deposited in the trustee account under the lender's name. Monies will be released from the trustee account only for the payments relating to the project- payments of lots, construction, expenses and distribution to the lender and the company, according to this agreement.
- Said Option is extinguished immediately upon sale of the house and cannot be extended. 4.
- Should the Company fail to return the principal of the loan pursuant to the "Loan Agreement" 5. then the Option shall be exercised and the Company shall convey by Warranty Deed title to the lot to Lender.

This Option shall be exercisable on or before December 31 2017 (hereinafter "the expiration date") by delivery of a deed to Lender before the expiration date. Upon delivery of said executed deed, the Company shall forthwith execute the same within five (5) days. Time, as used in this paragraph is of the essence.

Page 1 of 2

In the event that the Lender exercises this option, the Company shall then convey said property to the Lender by statutory warranty deed, free of all encumbrances except as listed above and the Company and Lender agree that any encumbrances not herein excepted or assumed may be cleared at time of closing.

In the event that Lender exercises this Option, the balance of the Company's loan from Lender will be reduced by the sales price of the lot, and in addition any improvements thereon and any expenses incurred by Safe Future in transferring the lot.

The Company agrees to furnish Lender with a standard form title insurance policy issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring the Lender against loss on account of any defect or encumbrance in the title, unless herein excepted. If both Owner's and Mortgagees' title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the Company and the Lender.

Said property shall be sold and conveyed subject to any mineral and mining rights not owned by the Company and subject to the present zoning and not being in a flood plain.

The Company warrants that they have not received any notification from any governmental agency of any pending public improvements, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made, which warranty shall survive the delivery of the warranty deed.

This Option shall be binding upon the Company, its successors and assigns, and shall inure to the benefit of the Lender, their successors and assigns.

By: Michael McMullen

Its: Authorized Agent/Manager

STATE OF ALABAMA SHELBY COUNTY

Shelby Chly Judge of Probate, AL 02/12/2015 04:24:05 PM FILED/CERT

**NOTARY** 

JOSEPH ALLSTON MACON IL

My Commission Expires

June 4, 2018

I, the undersigned, a Notary Public, hereby certify that Michael McMullen, as Authorized Agent/Manager of Safe Future Investments, LLC, whose name 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 and with full authority, she/he has executed the same voluntarily on the day the same bears date.

Given under my hand this 1/21 day of February 2015.

Depart by:

Somma & Mocon, P.C.

20 84 Valley dele Rose

Billing hom, Al

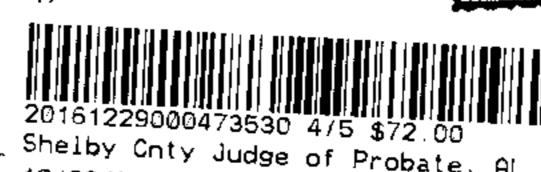
35244

Printed name: Notary Public

My commission expires

( 12(2)

Page 2 of 2



Shelby Cnty Judge of Probate, AL 12/29/2016 03:09:55 PM FILED/CERT

## Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1				
Grantor's Name Mailing Address	DOMINENCE HOMES DEL VAIRUAGLE PA THAM AN 36244	Grantee's Name Mailing Address		
Property Address	Halling Willester Milene Ar 36224	Date of Sale Total Purchase Price or Actual Value		
	As	or ssessor's Market Value	\$	
• •	ctual value claimed on this for (Recordation of documentar)	y evidence is not required.  Appraisal Other 201612290 Shelby Cr		
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 prope	erty being conveyed, if	available.	
Date of Sale - the date	on which interest to the prop	erty 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.				
excluding current use veresponsibility of valuing	and the value must be determalized and the value must be determalized and the property as dependently for property tax pure abama 1975 § 40-22-1 (h).	etermined by the local	•	
accurate. I further unde	erstand that any false statement in <u>Code of Alabama 1975</u> §	ents claimed on this for 40-22 <sub>7</sub> 1 (h).	ned in this document is true and rm may result in the imposition	
Date 12 29 14	Prir	t UCSCPh A	. Macon III	
Unattested	Sig (verified by)	n Min Z	tee/Owner/Agent) circle one Form RT-1	