



2018-002000352550 1/6 \$46.00
 Shelby County Judge of Probate AL
 10/02/2018 03:28:17 PM FILED/CERT

THIS INSTRUMENT PREPARED BY AND UPON
 RECORDING SHOULD BE RETURNED TO:

Clayton T. Sweeney
 Attorney at Law
 2700 Highway 280 East Suite 160
 Birmingham, AL 35242

SEND TAX NOTICE TO:

James Woods Development, Inc.
 1803 Shady Bay Drive
 Jacksons Gap, AL 36861

STATE OF ALABAMA)
 :
 COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 1st day of October, 2018 by **TOWN BUILDERS, INC.**, an Alabama corporation ("Grantor"), in favor of **JAMES WOODS DEVELOPMENT, INC.**, a(n) Alabama corporation ("Grantee").

Article I
Conveyance

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Seventy Thousand and No/100 Dollars (\$70,000.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.
2. All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, but without limitation: (a) the Mt. Laurel Master Deed Restrictions dated September 1, 2000 and recorded as instrument #2000-35579 in the Office of the Judge of Probate of Shelby County, Alabama, together with all amendments thereto (collectively, as so amended, the "Master Deed Restrictions") and the Mt. Laurel Declaration of Charter, Easements, Covenants, and Restrictions dated September 1, 2000 and recorded as Instrument #200-35580, the Office of the Judge of Probate of Shelby County, Alabama, together with all amendments thereto (which together with all amendments thereto (collectively, as so amended, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Neighborhood Declaration.*
3. Mining and mineral rights not owned by Grantor.
4. Government actions, including zoning ordinances and restrictions and building and use restrictions, including variances.
5. All matters which a current and accurate survey and a physical inspection of the Property would reveal.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

6. All riparian rights, if any, including rights of federal or state government in all navigable waters on or abutting the Property.

7. The Urban Regulations which constitute a part of Mt. Laurel Design Code specify the types of houses, size of houses, and setback requirements for any Buildings and Improvements which may be constructed on the Property.

8. The Repurchase Option and Participation Option, as such terms are defined in the Master Deed Restrictions.

9. The Mt. Laurel Exclusive Listing Agreement entered into contemporaneously herewith by Grantee and ARC Realty, LLC.

10. All of the remaining terms and provisions of this Deed.

Article II

Acknowledgments of Grantee

Grantee, by acceptance of this deed, acknowledges, covenants and agrees, for itself and its successors and assigns, that:

(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property;

(b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property 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 Property;

(c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;

(d) Grantee hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, members, managers and the officers, directors and shareholders of the manager of Grantee, and all Affiliates and mortgagees of Grantor and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, 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 Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any Affiliates thereof;

(e) The Declaration and Master Deed Restrictions permit the Founder to amend and make various changes and modifications to the Declaration, the Master Deed Restrictions, the Mt. Laurel Design Code and the Rules and Regulations from time to time and at any time prior to the Turnover Date, as defined in the Declaration, without consent or approval of any Owners (which includes Grantee).

(f) As provided in the Declaration, each Owner (which includes Grantee) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments, as defined in the Declaration, against the Property, which Assessments are secured by lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration.

(g) Until the Turnover Date, all members of the Board of the Association and all officers of the Association are appointed and may be removed at any time by the Founder under the Declaration. Furthermore, prior to the Turnover Date, no meetings of the members (Owners) of the Association are contemplated.

(h) Only the real property which is specifically submitted to the Master Deed Restrictions and the Declaration in accordance with the terms and provisions thereof is subject to the terms and provisions of the Master Deed Restrictions and the Declaration. The Founder has no obligation to submit or add other real property to the Master Deed Restrictions or the Declaration.

(i) Grantee shall be bound by and agrees to fully perform and observe all of the requirements set forth in the Mt. Laurel Design Code, and all construction guidelines and standards adopted from time to time by the Mt. Laurel Design Review Board, as defined in the Declaration, as part of the Mt. Laurel Design Code.


(j) Grantee acknowledges and agrees that Founder under the Master Deed Restrictions and the Declaration has retained the right to appoint and remove all members of the Mt. Laurel Design Review Board at all times prior to the Turnover Date.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

TOWN BUILDERS, INC., an Alabama corporation

By: 
Bryan Phillips
Its: Assistant Vice-President


20181002000352550 3/6 \$46.00
Shelby Cnty Judge of Probate, AL
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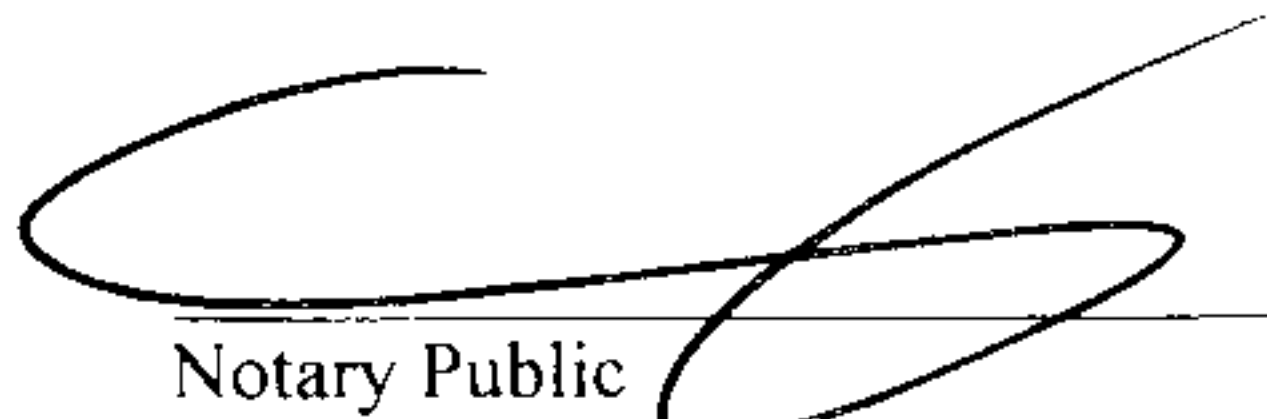
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Bryan Phillips whose name as Assistant Vice-President of **TOWN BUILDERS, Inc.**, an Alabama 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation.

Given under my hand and official seal, this the 1st day of October, 2018.

[NOTARIAL SEAL]




Notary Public
My Commission Expires: 06/02/2019



20181002000352550 4/6 \$46.00
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EXHIBIT A

Legal Description of Property

Lot 15-17, according to the Survey of Mt. Laurel - Phase III B, Sector 1, as recorded in Map Book 38, Page 26, in the Probate Office of Shelby County, Alabama.



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Real Estate Sales Validation Form

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

Grantor's Name Town Builders, Inc.

Grantee's Name James Woods Development, Inc.

Mailing Address 1 Mt. Laurel Avenue
Birmingham, AL 35242

Mailing Address 1803 Shady Bay Drive
Jacksons Gap, AL 36861

Property Address 237 Hawthorne Street
Birmingham, AL 35242

Date of Sale October 1, 2018

Total Purchase Price \$ 72,000.00

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).

Town Builders, Inc.

Date

Print Bryan Phillips, Assistant Vice President

Unattested

(verified by)

Sign



(Grantor/Grantee/Owner/Agent) circle one

Shelby County, AL 10/02/2018
State of Alabama
Deed Tax: \$16.00



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