

This instrument was prepared by:
Joshua L. Hartman
P. O. Box 846
Birmingham, Alabama 35201

Send Tax Notice To:
Embridge Homes, LLC
5406 Hwy 280 East, Suite C101
Birmingham, AL 35242

STATUTORY WARRANTY DEED

20181018000369050 1/6 \$31.00
Shelby Cnty Judge of Probate, AL
10/18/2018 10:21:04 AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

That in consideration of One Million Nine Hundred Thirty-five and no/100 (\$1,935,000.00) Dollars to the undersigned grantor, **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, (herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **EMBRIDGE HOMES, LLC**, an Alabama limited liability company (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

All of the consideration was paid from one or more mortgage loans closed simultaneously herewith.

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

And the Grantor does hereby covenant with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, SB Holding Corp., by its Authorized Representative who is authorized to execute this conveyance, hereto set its signature and seal, this the 10 day of OCTOBER, 2018.

LAKE WILBORN PARTNERS, LLC

By: SB HOLDING CORP.
Managing Member

By: [Signature]
Its: Authorized Representative

STATE OF ALABAMA)

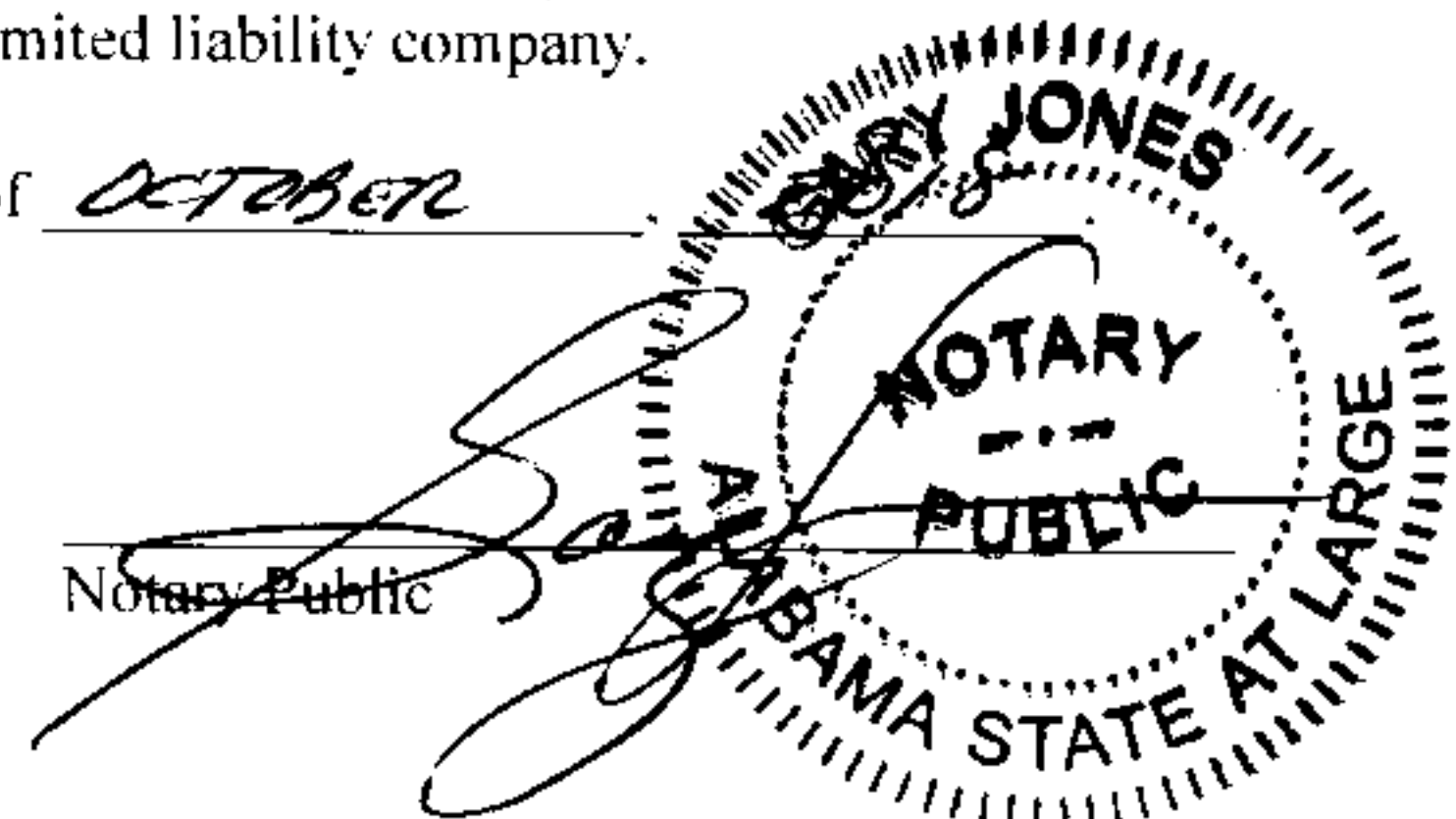
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DUSTIN BOZZIS, whose name as Authorized Representative of SB HOLDING CORP., an Alabama corporation, Managing Member of LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day to be effective on the 10 day of OCTOBER, 2018, 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, acting in its capacity as Managing Member of said limited liability company.

Given under my hand and official seal this 10 day of OCTOBER.

My Commission Expires:
GARY JONES
NOTARY PUBLIC, STATE OF ALABAMA
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
APRIL 05, 2020

Notary Public



GARY JONES, ATTORNEY AT LAW


EXHIBIT "A"

LEGAL DESCRIPTION

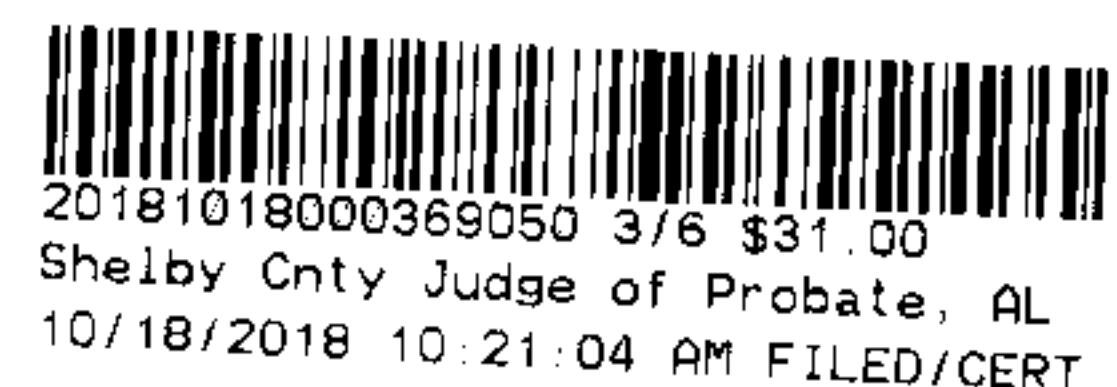
Lots 303, 305, 306, 309, 312, 318, 320, 321, 322, 323, 330, 331, 335, 337, 338, 340, 341, 342 & 347, according to the Final Plat of the Mixed Use Subdivision of Lake Wilborn Phase 3, as recorded in Map Book 49, Page 97A & B, in the Probate Office of Shelby County, Alabama.

THE PROPERTY DESCRIBED ABOVE AND CONVEYED HEREBY SHALL BE AND IS CONVEYED SUBJECT TO:

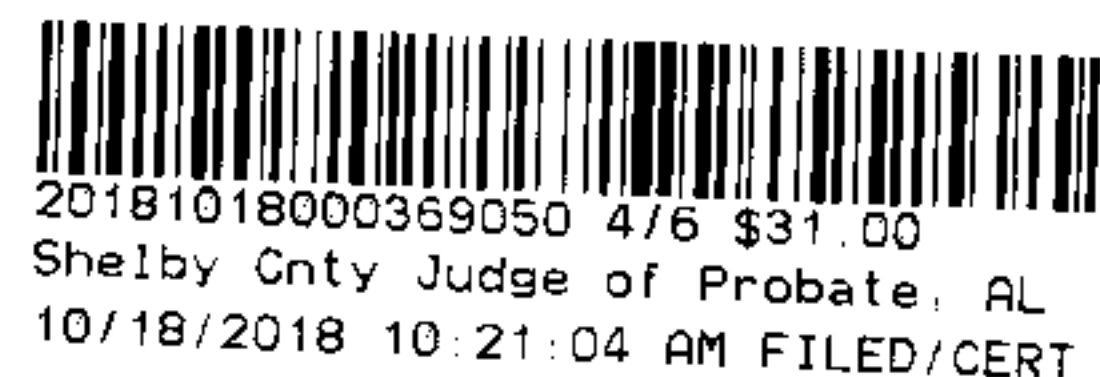
1. Taxes due in the year of 2019, a lien, but not yet payable, until October 1, 2019.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
4. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
5. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.
6. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company as recorded in Jefferson County Instrument #2017011814 and Shelby County Instrument #20180628000230480.
7. Easement Agreement between United States Steel Corporation and P.R. Wilborn, LLC recorded in Jefferson County Instrument #2016017964 and Shelby County Instrument #20160226000058730 as amended in Shelby County Instrument #20180507000154480.
8. Easement for Pole Line in favor of Alabama Power Company as recorded in Shelby County Instrument #20170327000102320 and Instrument 20171102000397480.
9. Reservation and Grant of Easements and Restrictive Covenants as recorded in Jefferson County Instrument #2016017965 and Shelby County Instrument #20160226000058740 as amended by Shelby County Instrument #20180507000154510.


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10. Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions as recorded in Shelby County Instrument #20170913000333990 as amended from time to time to add additional property (this sector added by the Sixth Amended recorded in Instrument #20180926000344010).
11. Existing non-exclusive easement for ingress and egress and public utilities as set forth in Instrument 1994-03931 Shelby County and Instrument(s) 200260-2612 and 9402-4111 Jefferson County Alabama.
12. Subject to all easements, set back lines, water lines, restrictions, sanitary sewer, variable sanitary sewer easement and common areas as set forth in Map Book 49, Page 97A.
13. Subject to a sanitary sewer easement in favor of Jefferson County Alabama as recorded in Instrument 2018001676.
14. Subject to easements, common areas, sanitary sewer, variable right of way and storm sewers as set forth in, Map Book 48, Page 72A, Map Book 48, Page 18B, and Map Book 48, Page 18A.
15. Sanitary sewer easement in favor of Jefferson County Alabama as recorded in BK LR200662 PG 25279.
16. Railroad right of way as set forth in DT page 655 and Deed Book 11, page 344.
17. Railroad right of way as set forth in Deed Book 311, pages 295 and 303.
18. Right of way to Alabama Power Company as recorded in Deed 239, page 539.
19. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #628 dated 9/10/1914 as amended by Bessemer Real Volume 1015, page 69.
20. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #2137 dated 8/6/1929 as amended by Bessemer Real Volume 1015, page 72.
21. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, page 75.
22. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002-4257 and in condemnation proceedings filed in Case No. 27-254 and Case No. 28-57.



23. Condemnation Case styled Alabama Power Company v. C.C. Wilborn et al. in Probate Case No. 56719.
24. Right of way from USX Corporation to Alabama Power Company recorded in Instrument #200013-7924.
25. Sanitary Sewer pipeline from Auburn University Foundation to Jefferson County as recorded in Instrument #9962-1659.
26. Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Instrument #9863-911.
27. Storm water drainage easement agreement between USX and City of Hoover as recorded in Instrument #9961-2379 and #9961-2380.
28. Right of way to Alabama Power Company recorded at Birmingham Volume 730, Page 383.
29. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Bessemer Volume 326, Page 101.
30. 50 foot right of way to Alabama Power Company as shown at Map Book 28, Page 48.
31. 40 foot sanitary sewer line easement at shown at Map Book 28, Page 48.
32. Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138 page 91, Deed Book 138, page 96, and Deed Book 238, Page 137, in the Office of the Judge of Probate Shelby County, Alabama.
33. Right of way to Alabama Power Company as recorded in Instrument 200013-7924.
34. Right of way to Alabama Power Company as recorded in Volume 143, Page 353, in the Office of the Judge of Probate Shelby County, Alabama.
35. Mineral and mining rights recorded in Volume 205, Page 698, in the Office of the Judge of Probate Shelby County, Alabama.
36. Sanitary Sewer Easement in favor of Jefferson County Alabama referred to as the Fleming Sewer Extension Easement as recorded in Bk: LR200662 Pg: 25279 Jefferson County and Instrument 20060418000180510 Shelby County, Alabama.
37. Right of way to Alabama Power Company as recorded in Real Volume 26, page 773, Jefferson County, Alabama.



38. Right of way to Water Works Board of the City of Birmingham as recorded in Instrument 2017-338660.
39. Covenant by Grantee hereunder, on behalf of itself, its heirs, successors and assigns, that, at the time of initial construction and occupancy, each of the single-family residences constructed on each of the residential lots conveyed herein will be equipped with one or more natural gas heating systems as the exclusive central space heating system, one or more natural gas water heaters as the exclusive water heating system and cooking equipment. Said covenant may be satisfied with respect to a lot by paying to Alabama Gas Corporation, or its successors and assigns ("*Utility*") *One Thousand One Hundred Ninety-nine and NO/100 Dollars (\$1,199.00)* for each lot that is to be released from the covenant, which payment will be due and payable upon the first to occur of (i) notice (or verification) that the residence will not comply with the above covenant, or (ii) issuance of a building permit for, or (iii) substantial completion of, a residence on the lot that does not comply with the above covenant. Any such payment that is not paid when due will bear interest after such date and until paid at the lesser of the rate of 1.5% per month or the maximum rate permitted by applicable law. If Utility brings suit to enforce the foregoing obligations, it will be entitled to recover the legal costs of such suit, including reasonable attorney fees. Furthermore, Grantee acknowledges and agrees that Utility is entitled to directly enforce, in its own name, the rights and obligations undertaken by the Grantee hereunder and to seek all legal and equitable remedies as are afforded to Utility herein. Utility will have the right to audit compliance with the terms of this provision at any reasonable time. Payments due Utility hereunder should be sent to the following address: Alabama Gas Corporation, 2101 Sixth Avenue North, Birmingham, Alabama 35203, Attention: Director, Business Development. This covenant shall be binding upon the heirs, successors and assigns of Grantee hereunder and shall run with the land.



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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 | Lake Wilborn Partners, LLC | Grantee's Name | Embridge Homes, LLC |
| Mailing Address | 3545 Market Street Hoover, AL 35226 | Mailing Address | 5406 Highway 280, Ste. C101 Birmingham, AL 35242 |
| Property Address | 19 Lots Lake Wilborn Phase 3 Hoover, AL 35244 | Date of Sale | October 10, 2018 |
| | | Total Purchase Price | \$ 1,935,000.00 |
| | | 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)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> Deed |

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 10-10-18

Print Wilborn Partners, LLC
By: SB Holding Corp., its Managing Member

Unattested _____

Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

