

SEND TAX NOTICE TO:

RidgeCrest Enterprises, LLC
215 Narrows Parkway, Suite C
Birmingham, Alabama 35242
Attn.: David Brady

UPON RECORDING RETURN TO:

RidgeCrest Enterprises, LLC
215 Narrows Parkway, Suite C
Birmingham, Alabama 35242
Attn.: David Brady

THIS INSTRUMENT PREPARED BY:

Michael M. Partain, Esq.
Attorney at Law
Michael M. Partain, LLC
The Kress Building
301 Nineteenth Street North, Suite 501
Birmingham, Alabama 35203

**NOTE: ALL OF THE PURCHASE PRICE
RECEIVED WAS PAID FROM A PURCHASE
MONEY MORTGAGE LOAN CLOSED
SIMULTANEOUSLY HEREWITH.**

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of Ten and 00/100 Dollars (\$10.00) to the undersigned Grantor, in hand paid by the Grantee herein, and other good and valuable consideration, the receipt whereof is acknowledged, **EMBRIDGE HOMES, LLC**, an Alabama limited liability company (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto, **RIDGECREST ENTERPRISES, LLC**, an Alabama limited liability company (herein referred to as "Grantee"), the real estate situated in Shelby County, Alabama, as more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

The Property is conveyed **SUBJECT TO** the "Permitted Encumbrances" set forth on **EXHIBIT B** attached hereto and made a part hereof.

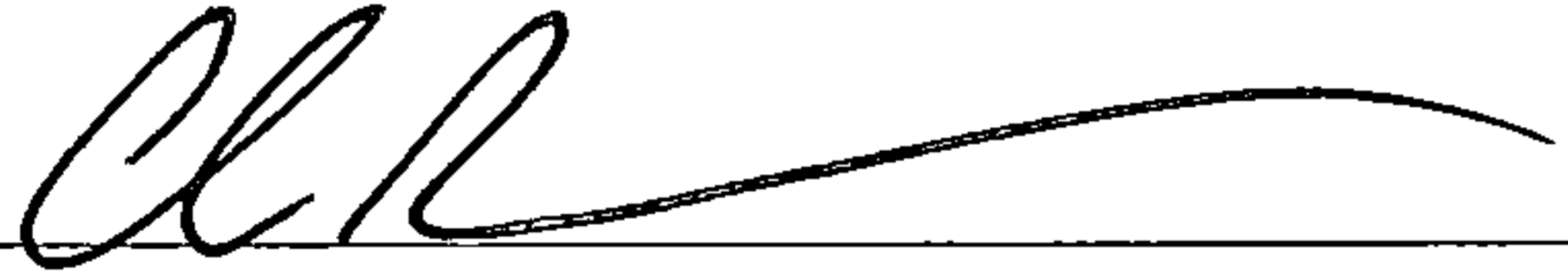
TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise, and except for the Permitted Encumbrances against which the Grantor shall not defend.


(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer or representative this 4th day of June, 2019.

EMBRIDGE HOMES, LLC

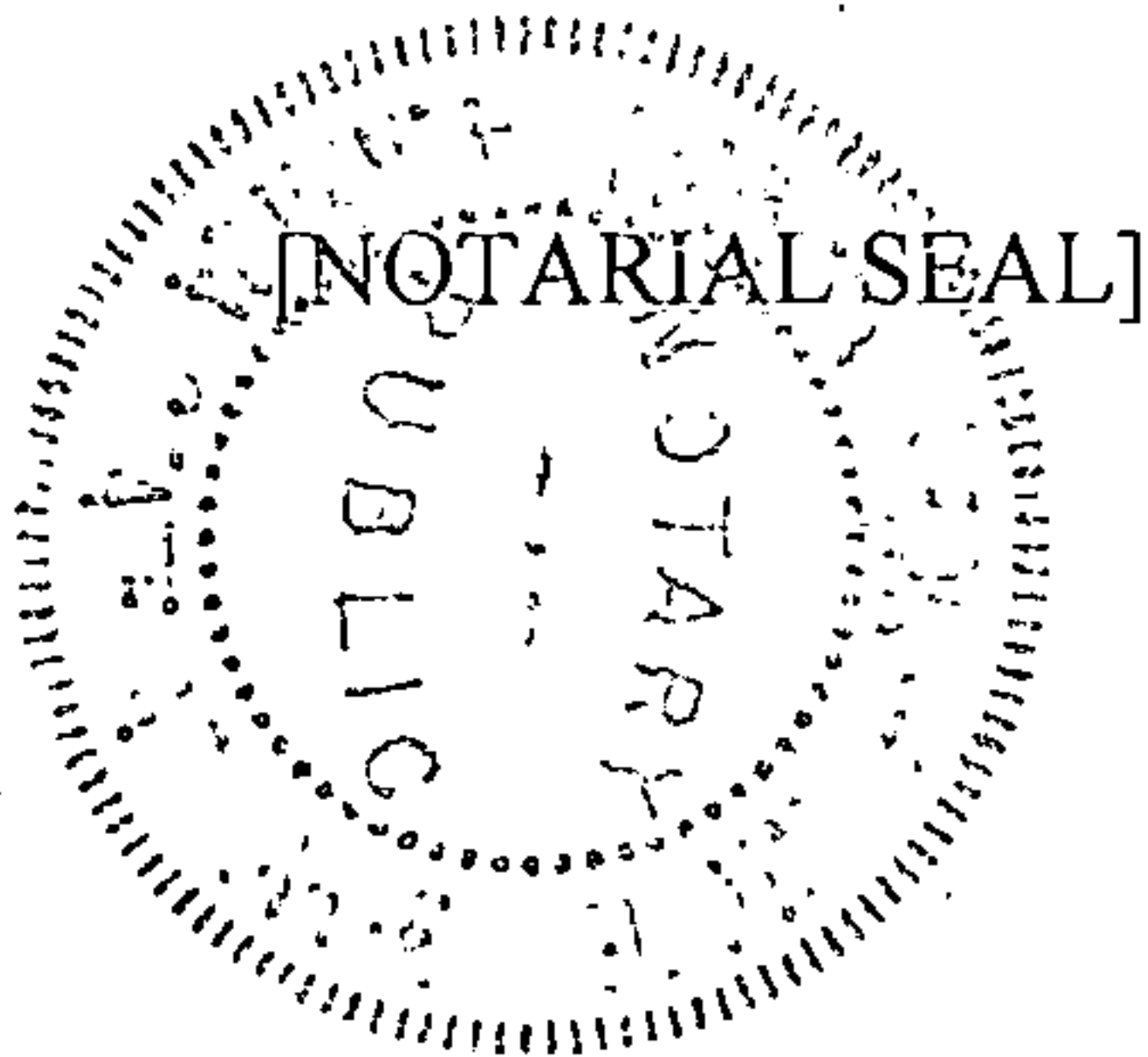
By: 
Name: Clark Parker
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)


20190801000276770 2/6 \$31.00
Shelby Cnty Judge of Probate, AL
08/01/2019 01:21:06 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Parker, whose name as Manager of Embridge Homes, LLC, an Alabama limited liability company, 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, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 4th day of June, 2019.



Marcia George White
Notary Public
My Commission Expires: 9/21/2020

EXHIBIT A

The Property

Lot 488, according to the Final Plat of the Subdivision of Lake Wilborn Phase 4B, as recorded in Map Book 50, Page 76, in the Probate Office of Shelby County, Alabama.



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EXHIBIT B

Permitted Encumbrances

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. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company as recorded in Instrument #2018-39221.
6. Easement for Pole Line in favor of Alabama Power Company as recorded in Instrument #2017-10232 and Instrument #2017-39748.
7. Reservation and Grant of Easements and Restrictive Covenants as recorded in that deed from United States Steel Corporation to P R Wilborn LLC as recorded in Jefferson County Instrument #2016-17965 and Shelby County Instrument #2016-5874 as amended by Instrument #2018-15451.
8. Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions as recorded in Shelby County Instrument #2017-33399 as amended from time to time to add additional property (Phase 4B being added to the Declaration by the Ninth Amendment recorded in Instrument #20190531000188090.
9. 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.
10. All easements, set back lines, water lines, restrictions, sanitary sewer, variable sanitary sewer easement and common areas as set forth in Map Book 50, Page 76.
11. Sanitary sewer easement in favor of Jefferson County as recorded in Instrument 2018-1676.
12. Railroad right of way as set forth in DT page 655, and Deed Book 11, page 344.
13. Railroad right of way as set forth in Deed Book 311, pages 295 and 303.
14. Right of way to Alabama Power Company as recorded in Deed 239, page 539.
15. 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.

16. 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.
17. 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.
18. Right of way to Alabama Power Company recorded at Birmingham Volume 730, Page 383.
19. 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.
20. 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.
21. Right of way to Alabama Power Company as recorded in Volume 143, Page 353.
22. Mineral and mining rights recorded in Volume 205, Page 698.
23. Right of way to Alabama Power Company as recorded in Real Volume 26, page 773, Jefferson County.



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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 Embridge Homes, LLC
Mailing Address 5406 Highway 280, Ste. C101
Birmingham, AL 35242

Grantee's Name RidgeCrest Enterprises, LLC
Mailing Address 215 Narrows Parkway Ste. C
Birmingham, AL 35242

Property Address 2764 Griffin Way
Hoover, AL 35244

Date of Sale June 4, 2019

Total Purchase Price \$100,000.00

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
☐ Other
☐ 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

Embridge Homes, LLC
Print By: Clark Parker, Manager

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

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