

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:

Nicholas Daniel Winters and
William Joshua Winters
116 Elyton Drive
Birmingham, AL 35242

STATE OF ALABAMA)
 :
COUNTY OF SHELBY .)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 28th day of May, 2021 by **TOWN BUILDERS, INC.**, an Alabama corporation ("Grantor"), in favor of **NICHOLAS DANIEL WINTERS AND WILLIAM JOSHUA WINTERS** ("Grantees").

Article I
Conveyance

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of **Six Hundred Seventy Eight Thousand Two Hundred Twenty Five and No/100 Dollars (\$678,225.00)**, 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 the Grantees, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, 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.

\$542,580.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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 #2000-35580, 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.

5. All matters which a current and accurate survey and a physical inspection of the Property would reveal.
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, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever; subject, however, to the Permitted Exceptions.

Pursuant to the provisions of *ALA. Code* § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Address:
Town Builders, Inc.
an Alabama corporation
1 Mt. Laurel Avenue, Suite 200
Birmingham, AL 35242

Grantees Name and Address:
Nicholas Daniel Winters and
William Joshua Winters
116 Elyton Drive
Birmingham, AL 35242

Property Address: 116 Elyton Drive
Birmingham, AL 35242

Date of Sale: May 28, 2021

Total Purchase Price: ~~\$678,580.00~~ 678,225.00

The Purchase Price can be verified in the Sales Contract.

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

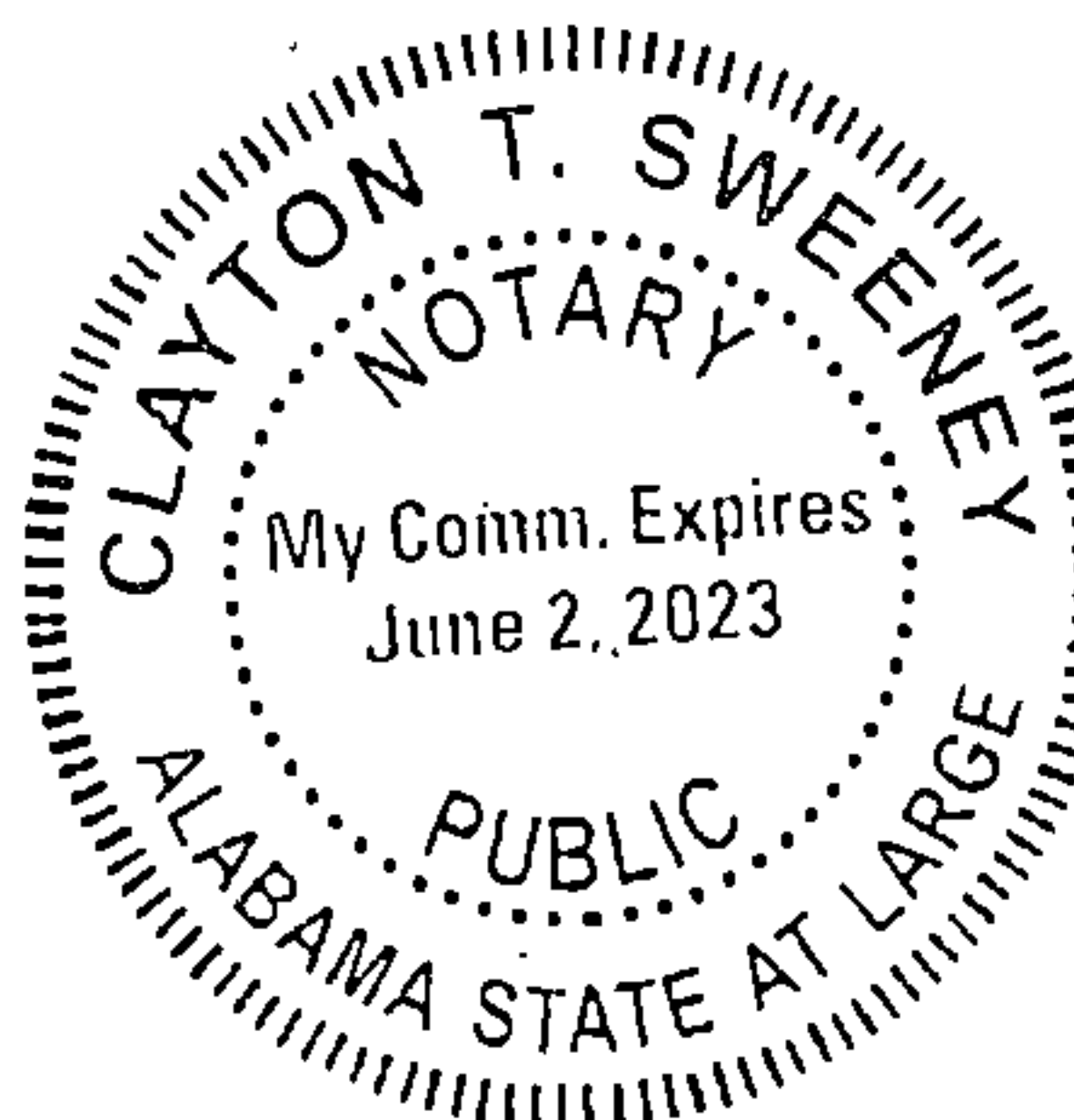
By: 
Bryan Phillips
Its: Vice-President

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Bryan Phillips whose name as 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 28th day of May, 2021.

[NOTARIAL SEAL]




Notary Public
My Commission Expires: 06-02-2023



20210608000279310 5/5 \$170.00
Shelby Cnty Judge of Probate, AL
06/08/2021 11:22:45 AM FILED/CERT

EXHIBIT A

Legal Description of Property

Lot 21-04, according to the Survey of Mt. Laurel - Phase III B Sector 2, as recorded in Map Book 41, Page 44, in the Probate Office of Shelby County, Alabama.