

This instrument was prepared by, and
after recording, return to:
Birmingham LD, LLC
4058 North College Avenue
Suite 300
Fayetteville, AR 72703

SEND TAX NOTICE TO:
Rausch Coleman Homes Birmingham, LLC
c/o Rausch Coleman Companies, LLC
4058 North College Avenue
Suite 300
Fayetteville, AR 72703

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **BIRMINGHAM LD, LLC**, an Alabama limited liability company ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid to **RAUSCH COLEMAN HOMES BIRMINGHAM, LLC**, an Alabama limited liability company ("Grantee"), whose address is 3825 Lorna Rd Ste 214, Hoover, Alabama 35244, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, that certain tract or parcel of land situated in Calera, Shelby County, Alabama, and described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land"), with: (i) any and all appurtenances belonging or appertaining to the Land; (ii) any and all improvements located on the Land; (iii) any and all appurtenant easements or rights of way affecting the Land and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from the Land and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to the Land (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit the Land or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of the Land; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding the Land, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Land (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to the Land and (d) any and all reversionary interests in and to the Land (the Land, together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance is made subject and subordinate to any restrictions, easements or other encumbrances of record (the "Permitted Encumbrances"), including, without limitation, that certain AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage") dated as of April 15, 2021, from Grantor to Texas Capital Bank, National Association, a national banking association ("Lender"), and recorded in the Probate Office of Shelby County, Alabama as Document Number 20210512000234740.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the Permitted Encumbrances.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

Exhibit "A"

"Land"

Lots 127-141 (inclusive), Lots 208-214 (inclusive), and Lots 249-273 (inclusive), all of CAMDEN PARK PHASE TWO, a residential subdivision in Calera, Shelby County, Alabama, according to the map or plat thereof recorded at Map Book 55, Page 67, Plat No. 20220216000067140 in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed effective as of February 17, 2022.

BIRMINGHAM LD, LLC,
an Alabama limited liability company

By: [Signature]
Name: SCOTT PETERS
Title: Manager

THE STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

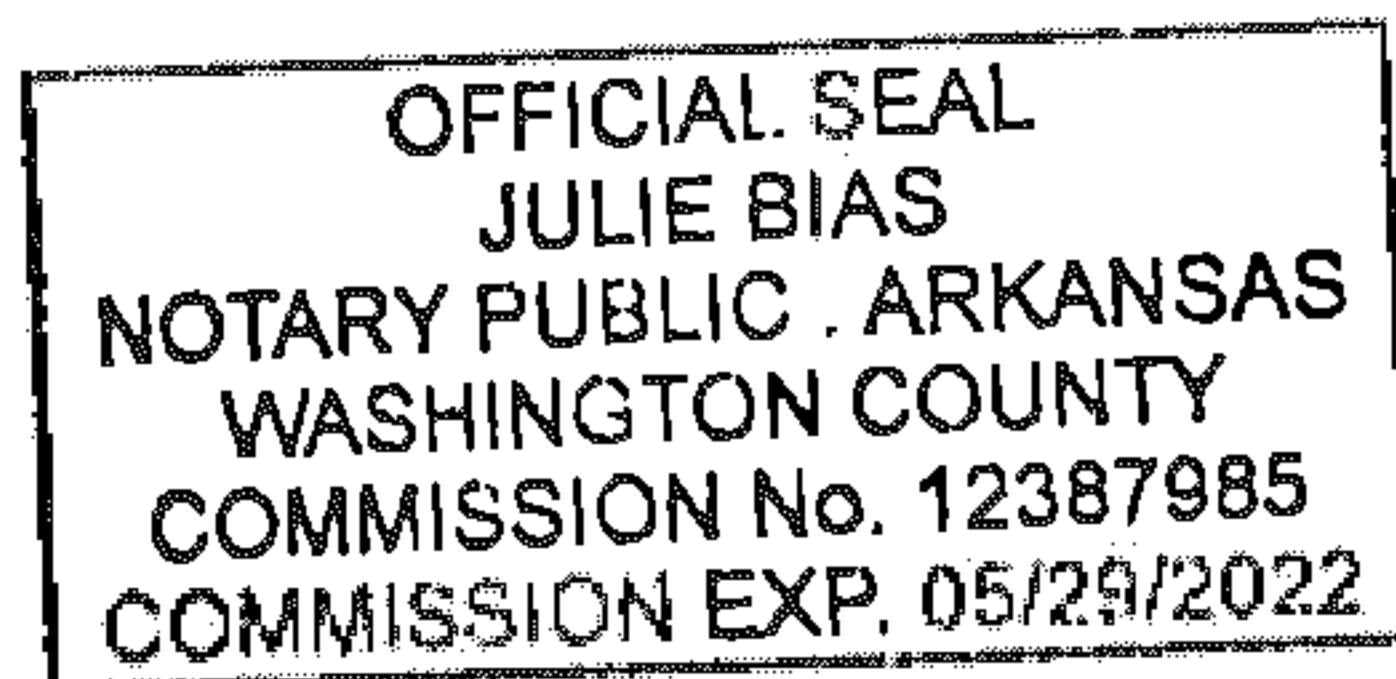
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Scott A. Peters, whose name as Manager of Birmingham LD, LLC, an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he, as such Manager, and with fully authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 17 day of February 2022.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 5-29-22



Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Birmingham LD, LLC
 Mailing Address 4058 N. College Ste 300
Fayetteville, AR 72703

Grantee's Name Rausch Coleman Homes Birmingham, LLC
 Mailing Address 4058 N. College Ste. 300
Fayetteville, AR 72703

Property Address 501 Camden Loop
Calera, AL 35040

Date of Sale 2-17-2022

Total Purchase Price \$ 10.00

or

Actual Value \$

or

Assessor's Market Value

\$ 825,085.00

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 Tax Record. This is a transfer of Land between Departments with the same owner.

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 2-18-2022

Print

SCOTT PETERS

Unattested

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 02/25/2022 12:40:37 PM
 \$32.00 BRITTANI
 20220225000081600

Form RT-1

Allen S. Boyd