

Prepared by:
Cynthia A. Martin
1780 Gadsden Highway
Birmingham, AL 35235
File No.: 2025-7900

Send Tax Notice to:
James E. Jacoby and JoAnn Jacoby
232 Jefferson Place
Birmingham, AL 35242

**CORPORATION WARRANTY DEED
Joint Tenancy With Right of Survivorship**

**State of AL
County of Shelby**

KNOW ALL MEN BY THESE PRESENTS, That in consideration of FIVE HUNDRED SEVENTY THOUSAND THREE HUNDRED SEVENTY ONE AND 00/100 DOLLARS (\$570,371.00) and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Clayton Properties Group, Inc., a TN corporation (herein referred to as GRANTOR) does by these presents grant, bargain, sell and convey unto James E. Jacoby and JoAnn Jacoby, husband and wife, (herein referred to as GRANTEE, whether one or more) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 2-49, according to the Final Plat of Hillsong at Mt. Laurel Phase 2A, as recorded in Map Book 59, page 35A & 35B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Ad valorem taxes for current and subsequent years, (2) easements, restrictions reservations, rights-of-way, limitations, covenants and conditions of record, if any, (3) mineral and mining rights not owned by the Grantor, if any, (4) THE PROPERTY IS CONVEYED SUBJECT TO the following:

- A. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, and any obligations that specifically survive closing contained therein, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Grantee, by acceptance of this Deed intends that all such parties be bound hereby.

(1) All Disputes that cannot be settled through direct discussions and negotiation shall be submitted first to mediation with a mutually agreeable mediator ("Mediation"). If the Parties cannot agree on a mediator within a reasonable time, then the Mediation shall be administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules and Mediation Procedures in effect at the time Mediation is requested (the "Rules"). A copy of the Rules may be obtained, free of charge, from the AAA, on the internet at www.adr.org, or by writing to - American Arbitration Association, 120 Broadway, New York, NY 10005. The Parties agree to mediate in good faith. The Parties agree that information exchanged in the Mediation shall be held confidentially. The requirement of formally filing a Dispute with a tribunal, to satisfy an applicable statute of limitations, shall be tolled during the mediation process, with said tolling period to begin on the date that any Party notifies the other(s) in writing of its intent to mediate (either through a mutually agreeable mediator or the AAA). The tolling period shall end on the date that either Party notifies the other in writing following mediation that the Parties have reached an impasse. In the event the Parties are not successful in resolving their dispute in mediation, then the Parties agree to submit their Disputes to binding arbitration. Unless waived by mutual agreement of the Parties, mediation of Disputes is a mandatory condition precedent to conducting an arbitration hearing or a court proceeding, although a party may file an arbitration demand with AAA while also simultaneously demanding mediation pursuant to this BDRA. An agreement to resolve the Disputes in mediation shall be enforceable in any court having jurisdiction thereof.

(2) Any Party to this BDRA may commence arbitration at any time following Mediation or upon making a mediation demand, subject to applicable statute of limitations and section "C." of this BDRA. The Arbitration shall be governed by and conducted under: (a) the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and to the extent not otherwise preempted by the FAA, by applicable state laws, including common law; (b) this BDRA; and (c) the Rules. The Parties acknowledge and agree that the Home contains component parts manufactured outside of the state where the Home is sold and delivered; the manufacture, transportation, sale and use of such components has been and will continue to be regulated by the laws of the United States of America and involve and affect interstate commerce. To commence arbitration, a Party must submit the dispute to AAA via mail, fax or through AAA's WebFile Service. If the terms of this BDRA and the Rules conflict, then the terms of this BDRA shall control to the extent of the conflict. The Arbitration will be conducted by a single person (the "Arbitrator") and selected in accordance with the "Regular Track" selection process of the Rules irrespective of the amount of the Disputes. The Arbitrator shall be impartial and his or her conduct shall be governed by the most current Code of Ethics for Arbitrators in Commercial Disputes, promulgated by the AAA and the American Bar Association. The Parties agree that if the claim or counterclaim of any party is \$1,000,000 or more, exclusive of interest, attorneys' fees, and arbitration fees and costs, then the Procedures for Large, Complex Construction Disputes under the Rules shall apply to any Arbitration commenced under this BDRA. Otherwise, the Parties agree that the Regular Track Procedures of the Rules shall apply. The Parties do not agree to the Fast Track Procedures under the Rules. The Parties agree to an inspection of the Home. Further, the Parties agree to allow party and expert witness depositions, irrespective of the amount of the Dispute(s). In the event the Disputes include alleged personal injury, then the Parties agree to permit discovery of such Disputes including, but not limited to, depositions of treating physicians and medical experts. At the election of the Parties (and at the expense of the electing Party or Parties), the Arbitration may be recorded and transcribed by a court reporter. Judgment upon the award rendered may be entered in any court having jurisdiction over the Parties to the award. The Parties agree that information exchanged in the Arbitration shall be held confidentially, and shall not be used in other arbitrations or court proceedings. Except as may be required by law, neither a Party, nor an Arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties. All statutes of limitation that would otherwise apply to Disputes in a judicial action shall apply to the Arbitration of Disputes under this BDRA. The Arbitrator shall apply applicable substantive law and shall honor assertions of privilege recognized at law and consider defenses that a court could consider. With respect to any award for punitive damages, the Arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding punitive damages, the Arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the Arbitrator must state the precise amount of any punitive damages award. Before the award becomes final, the Arbitrator must also conduct a post-award review of any punitive damages, allowing the Parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the Arbitration is located. Any ruling based on this post-award review must be set forth in writing with a reasoned explanation. The Arbitrator shall not have the power to depart from substantive law, including due process principles, in connection with an award. The Arbitrator's findings, reasoning, decision, and award shall be set forth in a detailed writing and must be based upon the laws governing this BDRA. (3) The waiver or invalidity of any portion of this Section [A] shall not affect the validity or enforceability of the remaining portions of Section [A] of

the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(3) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(4) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

(5) GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION [A(3)] ABOVE.

B. Grantee on behalf of itself, and its heirs, personal representatives, successors and assigns hereby releases and forever discharges Grantor, and its predecessors in title, including any of the aforementioned's affiliates, subsidiaries, officers, or directors, from and against any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over land herein conveyed, as the case may be, which are caused by, or arise as a result of past or future soil, subsoil, or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. Further, Grantee, its successors and assigns hereby acknowledge that Grantor shall not be liable for, and no action asserted against Grantor in connection with any drainage easement, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easement, ditches or pipes or drainage problems in its present "AS IS" condition.

C. If any provision or restriction of this Deed is found to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the provision shall be deemed severed from this Agreement. The invalidity, illegality, or unenforceability of any provision or restriction shall not affect the validity, legality, or enforceability of any other provision or restriction of this Deed, which shall remain in full force and effect.

D. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section [A] of this Deed, then the Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

E. THESE COVENANTS AND RESTRICTIONS CONTAINED HEREIN, INCLUDING THE REQUIREMENTS TO ARBITRATE, MEDIATE, AND THE "AS IS" CONDITION OF THE PROPERTY, ARE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT GRANTEES, PURCHASERS, SUCCESSORS AND ASSIGNS.

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors in title, and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of any declarations or other covenants and restrictions applicable to the Property. The term Grantee used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

F. ADVALOREM TAXES DUE OCTOBER 01, 2025, AND THEREAFTER; BUILDING AND SETBACK LINES, RESTRICTIONS, COVENANTS AND CONDITIONS OF RECORD.

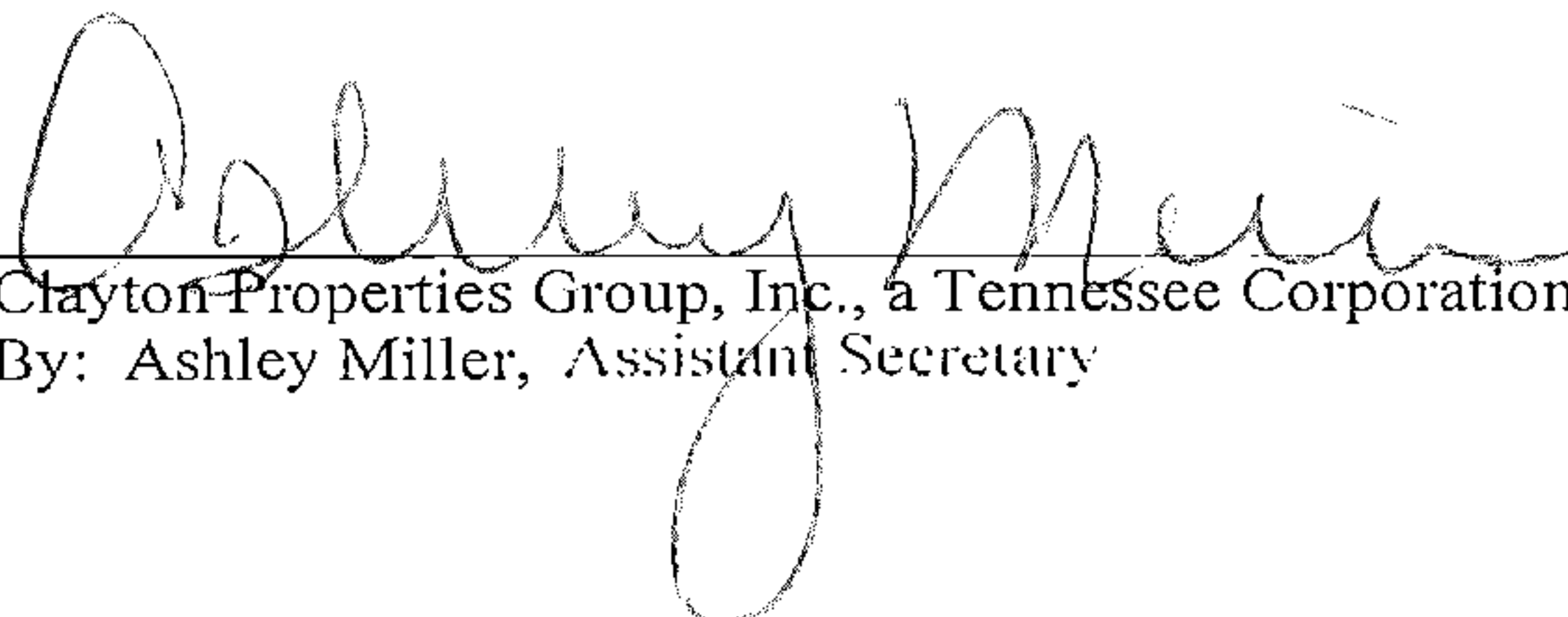
Note: \$250,000.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

TO HAVE AND TO HOLD, unto the said GRANTEES as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event that one Grantee survives the other, the entire interest in fee simple shall be owned by the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees shall take as tenants in common.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors or assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or the Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formation and deposits) under or upon the Property or any Property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.


IN WITNESS WHEREOF, the said Grantor by Ashley Miller, as Assistant Secretary who is authorized to execute this conveyance, has hereto set its signature and seal, this the 24th day of June, 2025.


Clayton Properties Group, Inc., a Tennessee Corporation
By: Ashley Miller, Assistant Secretary

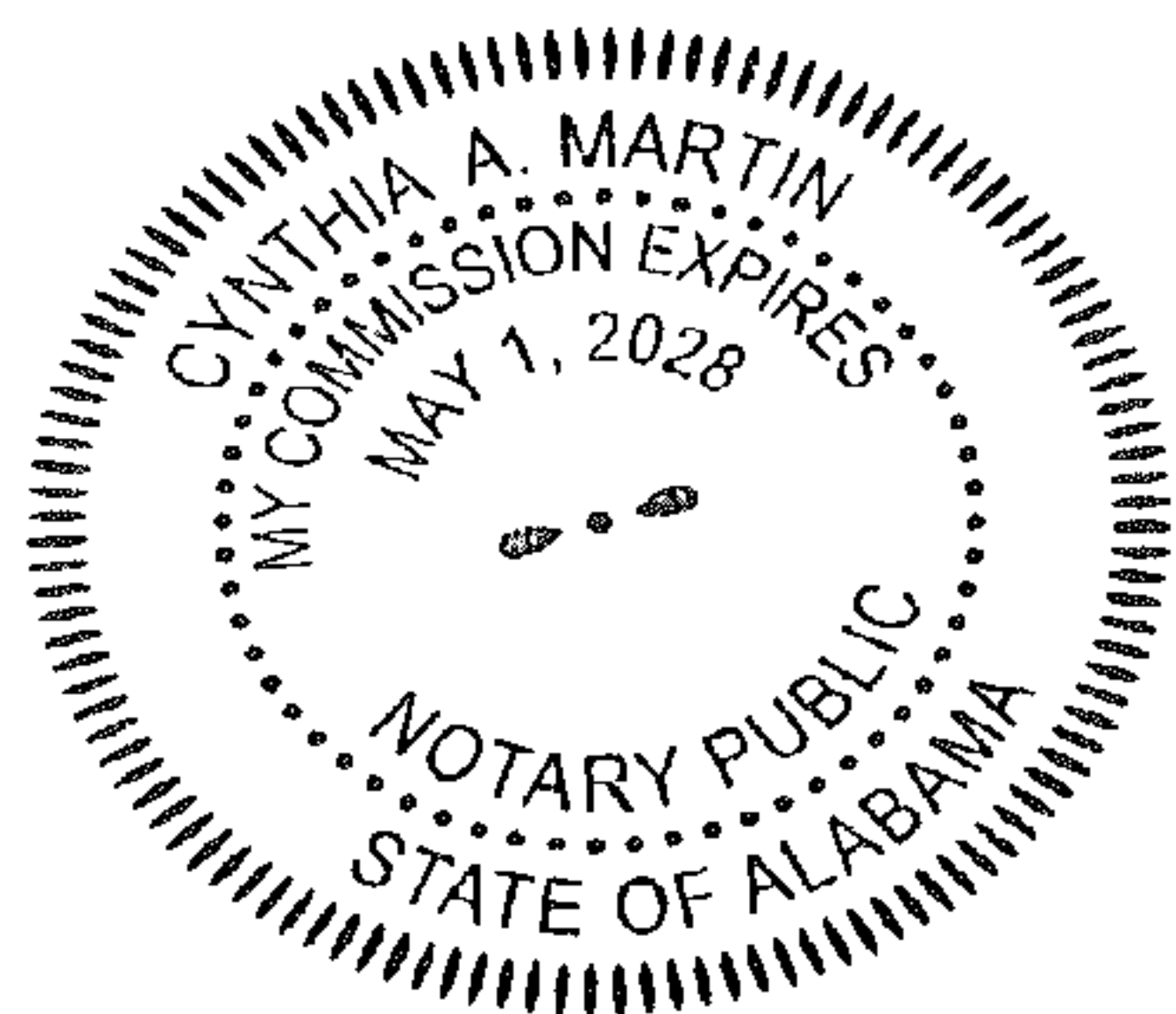
State of Alabama
County of Jefferson

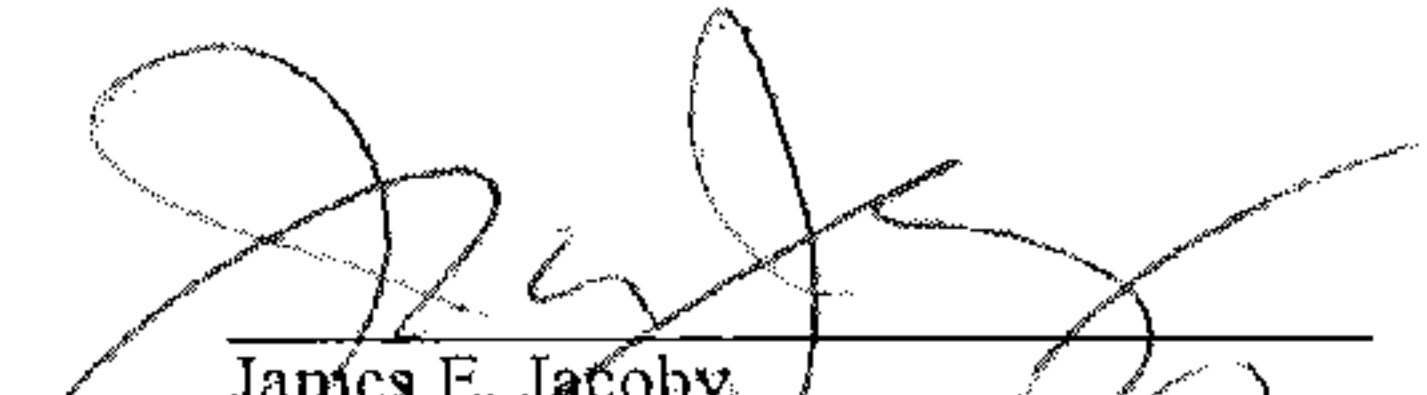
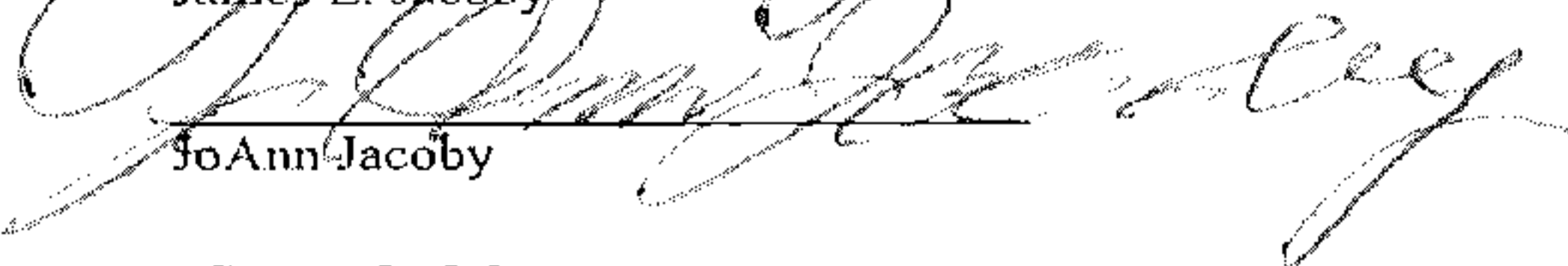
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley Miller, whose name as Assistant Secretary of Clayton Properties Group, Inc., a Tennessee corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as such officer and with full authority executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 24th day of June, 2025.


Notary Public

My Commission Expires: 5-1-2028

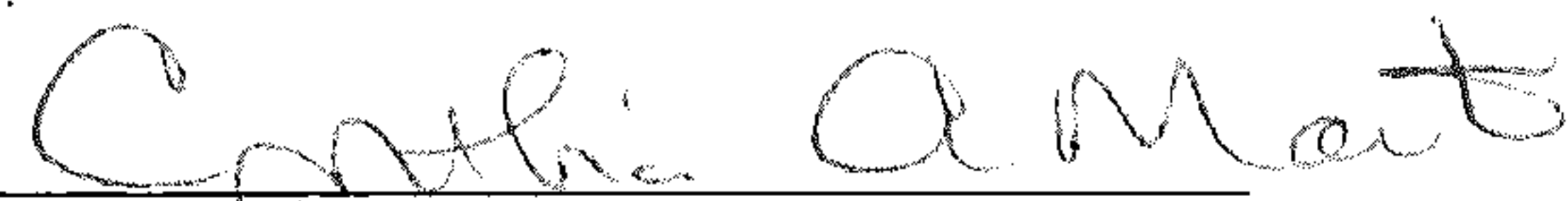



James E. Jacoby

JoAnn Jacoby

State of Alabama
County of Jefferson

I, Cynthia A. Martin a Notary Public in and for said County in said State, hereby certify that James E. Jacoby and JoAnn Jacoby, whose name(s) is(are) signed to the foregoing conveyance, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily for and as his/her/their act on the day the same bears date.

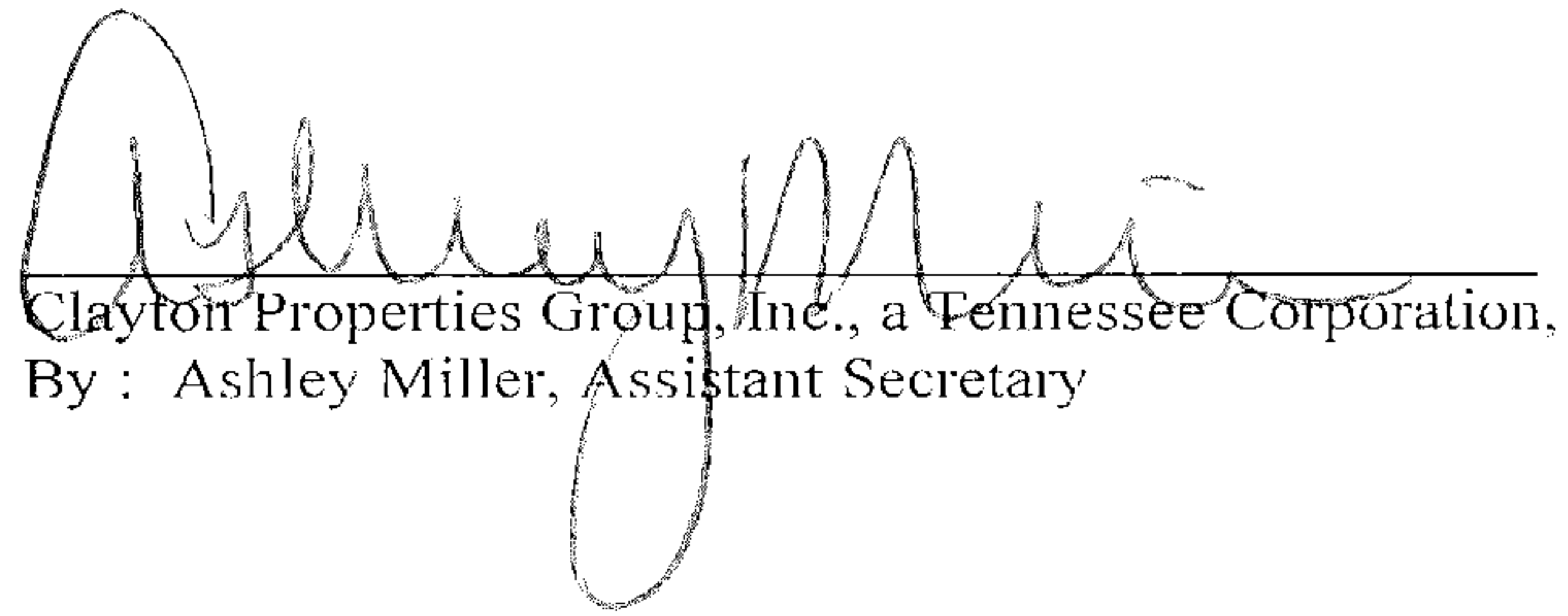
Given under my hand and official seal this the 24th day of June, 2025.


Notary Public: Cynthia A. Martin
My Commission Expires: May 1, 2028



Seller Name: Clayton Properties Group, Inc.

Date: JUN 24 2025


Clayton Properties Group, Inc., a Tennessee Corporation,
By : Ashley Miller, Assistant Secretary


(Verified)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/25/2025 09:08:07 AM
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