

THIS INSTRUMENT PREPARED BY:

W. Harold Parrish, Jr. Leitman, Siegal & Payne, P.C. 420 North 20th Street, Suite 2000 Birmingham, Alabama 35203 SEND TAX BILL TO:

D.R. Horton, Inc. – Birmingham 2188 Parkway Lake Drive Hoover, AL 35244

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in hand paid to the undersigned grantor, THORNTON, INC., an Alabama corporation ("Grantor"), by D.R. HORTON, INC.—BIRMINGHAM, an Alabama corporation ("Grantee"), Grantor does hereby grant, bargain, sell and convey unto Grantee all of its right, title and interest in and to that certain real estate (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 67, according to the Survey of Chelsea Station, as recorded in Map Book 38, page 109, in the Probate Office of Shelby County, Alabama.

Subject, however, to those matters which are set forth on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns, forever.

F:\WHP\DRHorton (BHAM)\Chelsea Station II\Lots 17 & 67\Statutory Warranty Deed (TI).doc

Page 1 of 3

Shelby County, AL 12/16/2014 State of Alabama Deed Tax:\$30.00



Shelby Cnty Judge of Probate, AL 12/16/2014 01:26:18 PM FILED/CERT

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed on this the <u>from</u> day of December, 2014.

GRANTOR:

THORNTON, INC. an Alabama corporation

By:

William L. Thornton, III

Title: President

STATE OF ALABAMA

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as President of **THORNTON**, **INC.**, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the $\frac{1}{1}$ day of December, 2014.

Notary Public

My Commission Expr

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20141216000395030 3/4 \$53.00 Shelby Cnty Judge of Probate, AL 12/16/2014 01:26:18 PM FILED/CERT

EXHIBIT "A"

PERMITTED ENCUMBRANCES

- 1. All taxes for the year 2015 and subsequent years, not yet due and payable.
- 2. Building lines, easements and restrictions as shown on the Survey of Chelsea Station, as recorded in Map Book 38, page 109, in the Probate Office of Shelby County, Alabama.
- 3. Sanitary Sewer Agreement between Double Oak Water Reclamation, Inc. and Chelsea Station, LLC as recorded in Instrument 20060816000399780, in the Probate Office of Shelby County, Alabama, as affected by Partial Termination of Sewer Service Agreement, between Double Oak Water Reclamation, Inc. and First Commercial Bank, a division of Synovus Bank, as recorded in Instrument 20110509000139430, in the Probate Office of Shelby County, Alabama.
- 4. Mineral and mining rights and rights incident thereto recorded in Shelby Real 45, Page 303, in the Probate Office of Shelby County, Alabama.
- 5. Easement to Alabama Power Company recorded in Instrument 20070418000180100, in the Probate Office of Shelby County, Alabama.
- 6. Restrictive covenants appearing of record in Instrument 20070829000407640, 1st Amendment recorded in Instrument 20100430000132190, 2nd Amendment recorded in Instrument 20101008000335460, and 3rd Amendment recorded in Instrument 20120606000198470, all in the Probate Office of Shelby County, Alabama.
- 7. Rights, easements, covenants and restrictions to Alabama Power Company by instrument dated September 21, 1987 as referenced in Instrument 1994-36503 in the Probate Office of Shelby County, Alabama.
- 8. Perpetual non-exclusive easement for ingress/egress recorded in Instrument 1994-36503 in the Probate Office of Shelby County, Alabama.
- 9. Assignment and Assumption of Developers Rights recorded in Instrument 20120814000300900 in the Probate Office of Shelby County, Alabama.
- 10. Memorandum of Sewer Service Agreement regarding Chelsea Station recorded in Instrument 20121102000422210 in the Probate Office of Shelby County, Alabama.
- 11. Articles of Incorporation of Chelsea Station Owners Association, Inc., recorded in Instrument 20070829000407630, in the Probate Office of Shelby County, Alabama.

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

Grantor's Name	Thornton, Inc.	Grantee's Name	D.R. Horton, Inc Birmingham	
Mailing Address	5300 Cahaba River Rd, Ste 200	_ Mailing Address	2188 Parkway Lake Drive	
	Birmingham, Alabama 35243		Hoover, Alabama 35244	
	- , , , , , , , , , , , , , , , , , , ,	· ·-		
Property Address	Lot 67	Date of Sale	December 11, 2014	
	Chelsea Station Subdivision	_ Total Purchase Price	\$ 30,000.00	
	Chelsea, Alabama 35042	Or 		
	(unimproved residential lot)	Actual Value	<u> </u>	
		or Assessor's Market Valu	e \$	
•	e or actual value claimed on this fo		llowing documentary evidence:	
(cneck one) (Reco	rdation of documentary evidence is	s not required)		
Bill of Sale		Appraisal	0141216000395030 4/4 \$ 53.00	
Sales Contrac	ct	Other	helby Cnty Judge of Probate, AL	
X Closing State	ment		2/16/2014 01:26:18 PM FILED/CERT	
the filing of this for	document presented for recordations is not required	on contains all of the require	ea information referenced above,	
the filling of this for	ini is not required.			
		nstructions		
		e of the person or persons co	onveying 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.				
Data of Cala the data on which interest to the property was conveyed				
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 December 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 purpos	es will be used and the taxpayer will	Il be penalized pursuant to <u>Co</u>	ode of Alabama 1975 § 40-22-1 (h).	
I attact to the hect	t of my knowledge and helief that t	the information contained in	this document is true and accurate T	
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 December result in the imposition of the penalty				
	Alabama 1975 § 40-22-1 (h).			
	5 2044			
Date: December 1	<u>,</u> 2014	Print: <u>W. Harold</u>	Partismy B. Modifie	
		Sign:	Marian B. M. Comment of the Comment	
1		- J	r Grandee Ry	
STATE OF ALABAMA				
COUNTY OF JEFFER Subscribed, and		lay of December, 2014.	PUBLICIO	
Notary Public Notary Public				
My Commission Exp			Form RT-1	