20050722000367380 1/2 $31.00
Shelby Cnty Judge of Probate,AL
07/22/2005 01:02:10PM FILED/CERT

This Instrument Prepared By:

Stewart & Associates, P.C.
3595 Grandview Parkway #345
Birmingham, Alabama 35243

Send Tax Notice To:

Richard E. Powless
David G. Powless
1077 Fairbank Lane
Chelsea, AL 35043

0dlm050561D

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of One Hundred Thirty Seven Thousand Nine Hundred and 00/100 Dollars $137,900.00 to the undersigned Chelsea Park Homes, Inc., an Alabama corporation ("Grantor"), in hand paid by Richard E. Powless, a Protected Person, by and through his Conservator, David G. Powless and David G. Powless ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 3-08, according to the Plat of Chelsea Park 3rd Sector as recorded in Map Book 34, Page 23 A & B in the Probate Office of Shelby County, Alabama.

SUBJECT PROEPRTY WILL NOT CONSTITUTE THE HOMESTEAD OF DAVID G. POWLESS.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 3rd Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20041014000566970 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

$122,000.00 of the Consideration as was paid from the proceeds of a mortgage loan.

Subject to: (1) Ad valorem taxes due and payable October 1, 2005 and all subsequent years thereafter; (2) Mineral and mining rights not owned by Grantor; (3) The easements, restrictions, assessments, covenants, agreements and all other terms and provisions of the Declaration and in Map Book 34 page 23 A & B in the Probate Office of Shelby County, Alabama; (4) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and 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

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injuries to buildings, structures, improvements, personal property or to 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 (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations 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 Chelsea Park Homes, Inc., an Alabama corporation, by its Treasurer, Deborah G. Maple, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 24th day of June, 2005.

CHELSEA PARK HOMES, INC., AN ALABAMA CORPORATION

By: _____
Deborah G. Maple
Treasurer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Deborah G. Maple, whose name as Treasurer of Chelsea Park Homes, Inc., an Alabama 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 24th day of June, 2005.

_____
Notary Public Alabama
My Commission Expires: 4-13-08

#164415

CHARLES D. STEWART, JR.
MY COMMISSION EXPIRES
APRIL
13
2008
ALABAMA
NOTARY PUBLIC