

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Helen Holt
1085 Kingston Road
Chelsea, Alabama 35043


20071206000553280 1/3 \$217.00
Shelby Cnty Judge of Probate, AL
12/06/2007 09:59:29AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of THREE HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED AND NO/100 Dollars (\$377,900.00) to the undersigned grantor, **PARK HOMES, LLC.**, an Alabama Corporation, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **PARK HOMES, LLC.**, an Alabama Corporation, does by these presents, grant, bargain, sell and convey unto **HELEN HOLT**, (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 1-53, according to the Survey of Chelsea Park, First Sector, Phase III, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama.

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, First Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20060605000263850, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

\$177,900.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to the following ("Permitted Exceptions"):

- (a) Ad Valorem taxes due and payable October 1, 2008.
- (b) Public utility and right of way easements as shown by recorded plat.
- (c) 7.5 foot easement along North lot line as shown by recorded plat.
- (d) Easement of variable width along North and Northeast lot lines as shown by recorded plat.
- (e) Easement as recorded in Deed Book 253, Page 324 in said Probate Office.
- (f) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument No. 20041014000566950 in Probate Office, along with Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park First Sector, Phase III, a Residential Subdivision as recorded in Instrument No. 20060605000263850, in said Probate Office.
- (g) Distribution easement to Alabama Power Company as shown recorded in Instrument No. 20050203000056210, in the Probate Office.
- (h) Right of Way(s) granted to BellSouth as recorded in Instrument No. 20050923000496730, in said Probate Office
- (i) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460 in the Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Shelby County, AL 12/06/2007
State of Alabama
Deed Tax: \$200.00

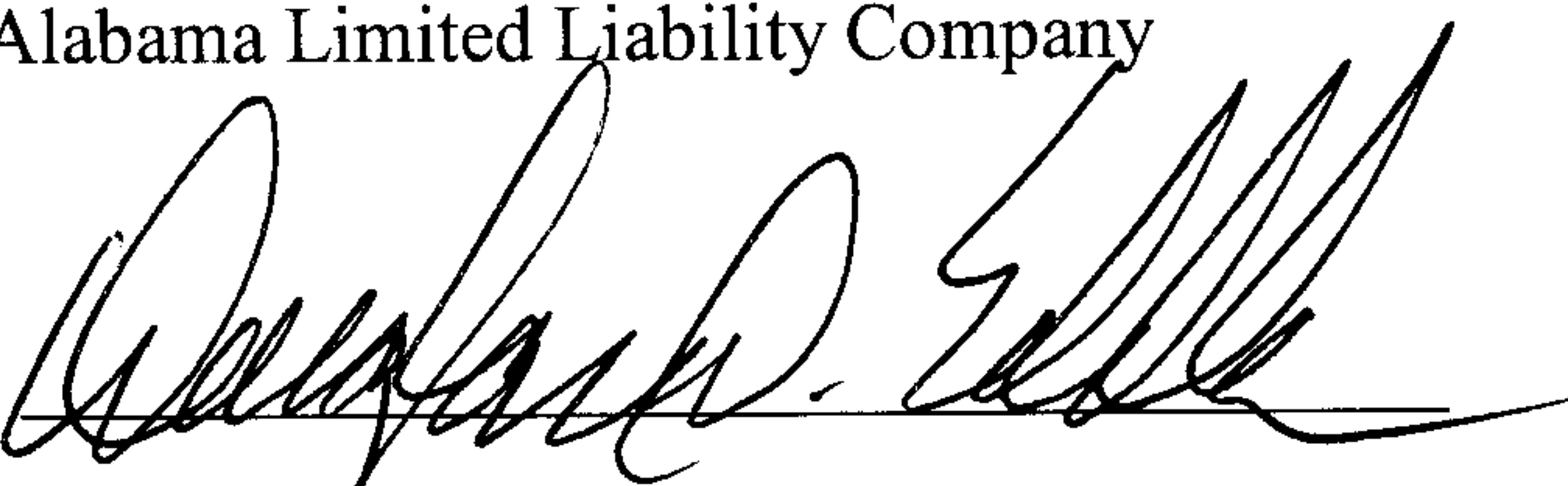
- (j) All minerals within and underlying the premises not owned by Grantor, including without limitation, the mineral and mining rights and other rights, privileges and immunities relating thereto, set out in Deed Book 244, Page 587, Instrument No. 1997-9552, Instrument No. 2000-94450, and corrected in Instrument No. 2001-27341 in said Probate Office.
- (k) Release(s) of damages as set out in instrument(s) recorded in Instrument No. 20040922000521690 in the Probate Office.
- (l) Restrictions, limitations, conditions and other provisions as set out in Map Book 36, Page 34 in the Probate Office.
- (m) Easement Agreement as set out in Instrument No. 20040816000457750 in the Probate Office.
- (n) Declaration of Restrictive Covenants as set out in Instrument No. 20030815000539670 in the Probate Office.
- (o) Conservation Easement and Declaration of Restrictions and Covenants as recorded as Instrument No. 20031222000822880; Instrument No. 20041228000703980; and Instrument No. 20041228000703990.
- (p) Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment of District One as recorded in Instrument No. 20050209000065520.

Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall be released and discharged from, shall not be liable for, and no action shall be asserted against Grantor for, any and all claims and causes of action wheter arising at law (by contract or tort) or in equity with respect to loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, for itself and its successors and assigns hereby acknowledges and agrees that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the Property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) Chelsea Park, Inc.; (ii) its officers, directors, employees and agents of Chelsea Park, Inc.; and (iii) any successors or assigns of Chelsea Park, Inc.. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD to the said Grantees, its heirs and assigns, forever

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this _____ day of November, 2007.

GRANTOR:
PARK HOMES, LLC.
an Alabama Limited Liability Company

By: 
Douglas D. Eddleman, Managing Partner

CHELSEA PARK - FIRST SECTOR

LOT 1/53 - **Helen Holt**

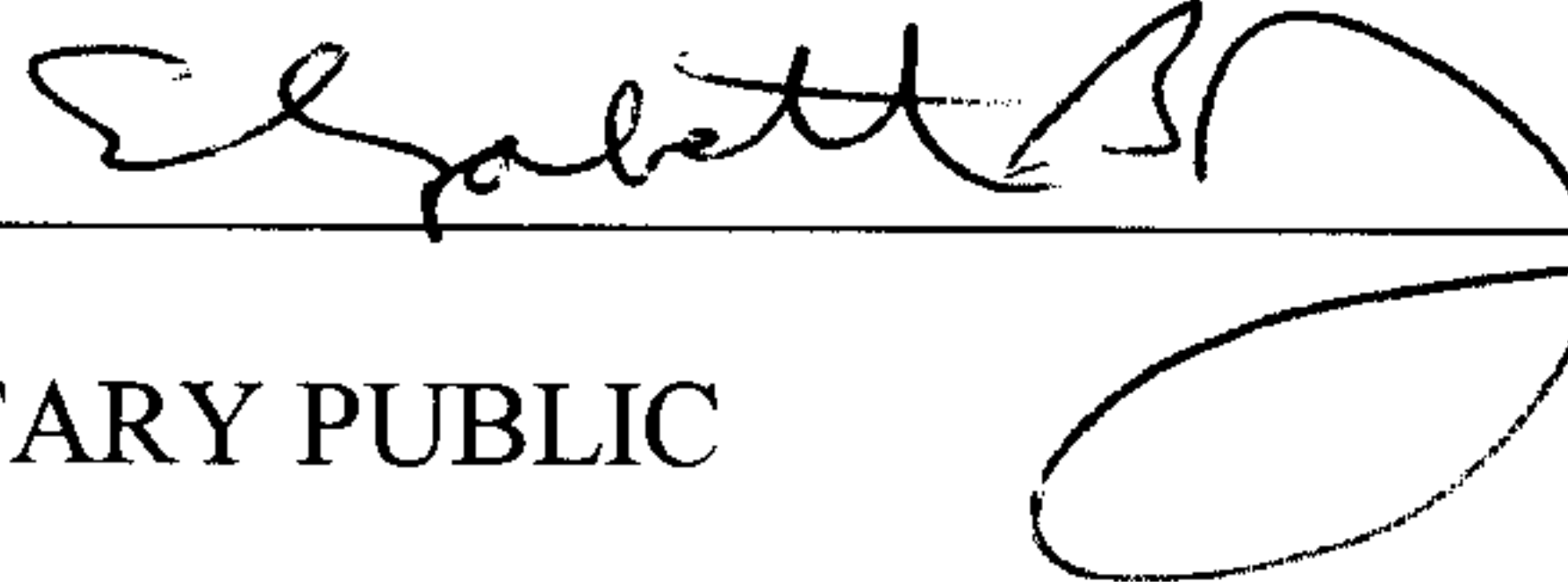

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STATE OF ALABAMA)

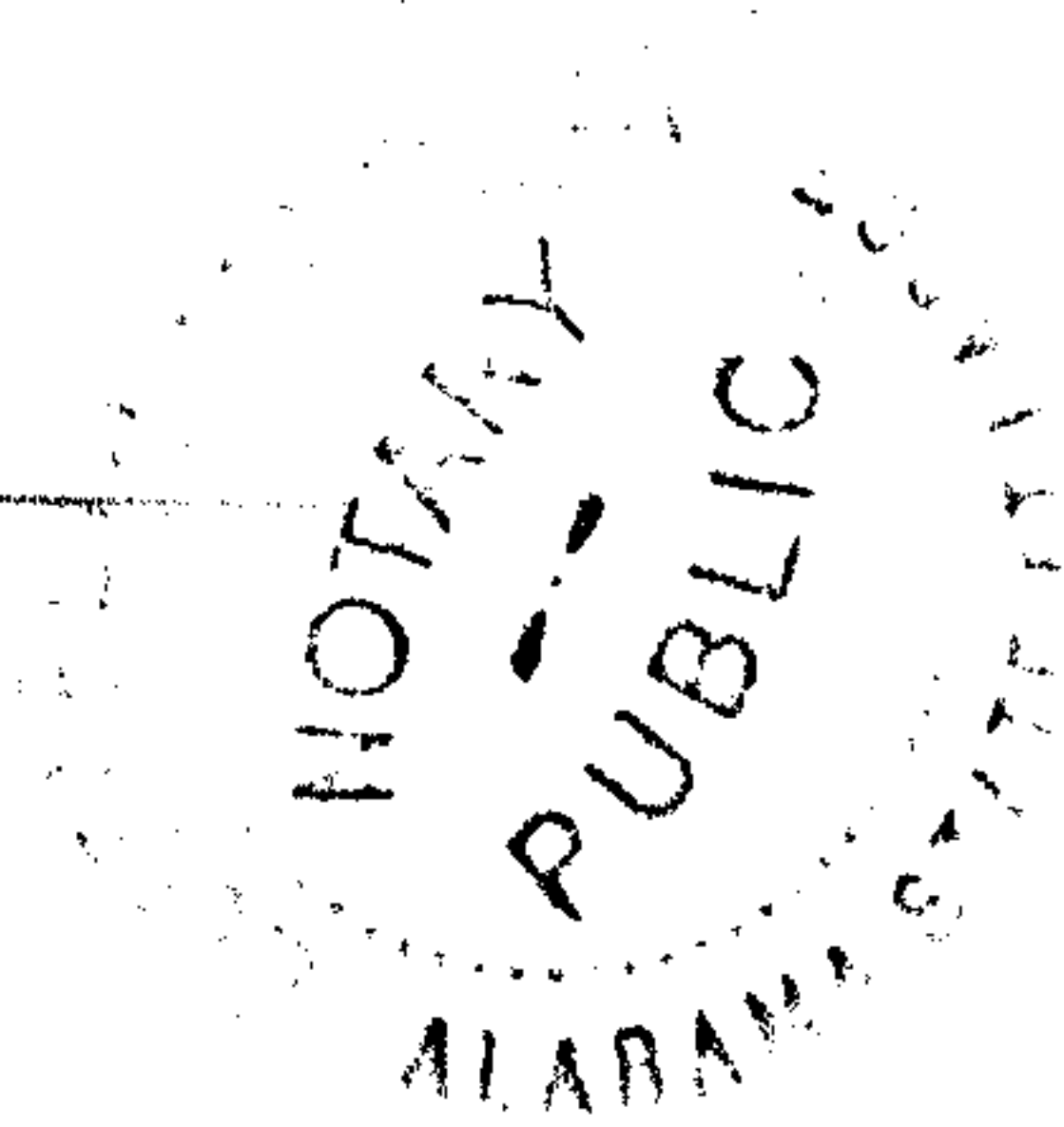
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Partner of PARK HOMES, LLC., an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such managing partner, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 30th day of November, 2007.

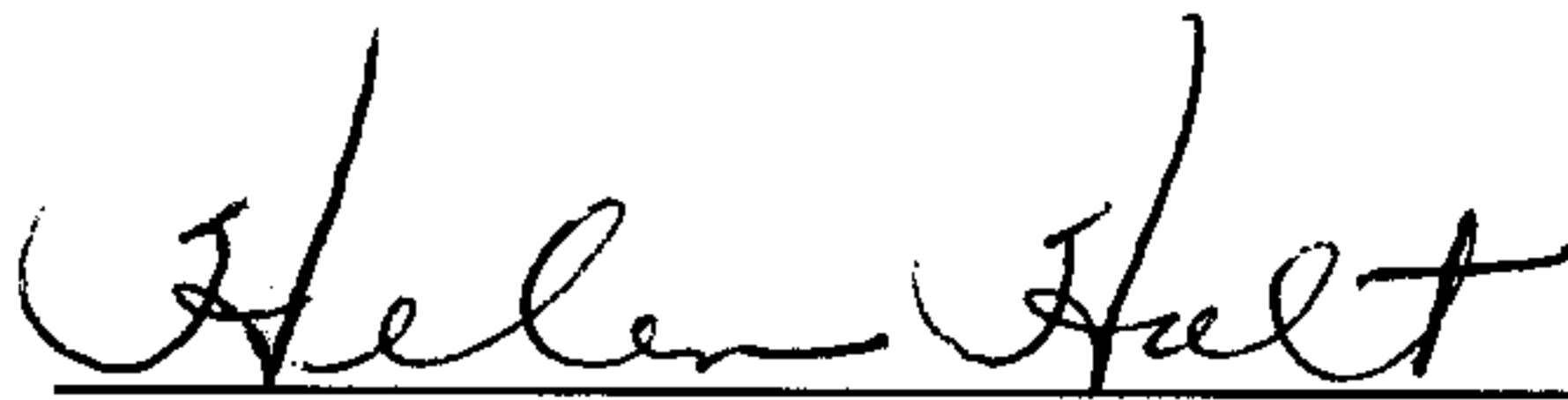


NOTARY PUBLIC



My Commission expires: 4/29/2010

The Grantee executes this deed only to acknowledges and accepts all covenants and restrictions contained hereinabove and Grantee, its successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.



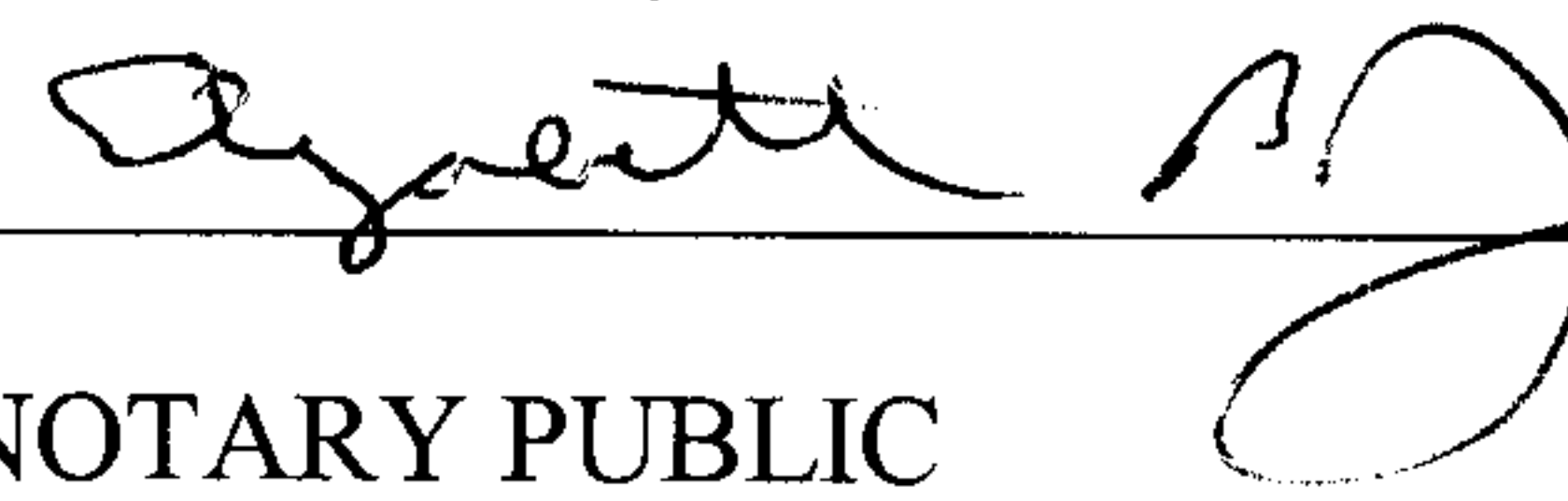
Helen Holt

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Helen Holt, whose name 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/she executed the same voluntarily and as his/her act on the day the same bears date.

Given under my hand and official seal this 30th day of November, 2007.



NOTARY PUBLIC



My Commission expires: 4/29/2010