

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

Send Tax Notice to:
Donna M. Johnson
1017 Ashworth Drive
Chelsea, Alabama 35043

State of Alabama }
County of Shelby }

Shelby County, AL 06/25/2009
State of Alabama
Deed Tax : \$100.00

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of THREE HUNDRED FOUR THOUSAND NINE HUNDRED AND NO/100 Dollars (\$304,900.00) to the undersigned grantor, PARK HOMES, INC., an Alabama limited liability company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said PARK HOMES, INC., an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **Donna M. Johnson** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-93A, according to the Resurvey of Lots 1-91 through 1-93, Chelsea Park, 1st Sector, Phase I & II, as recorded in Map Book 36, Page 87, in the Office of the Judge of Probate 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 file for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 1st Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20041026000590790, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

\$204,900.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2009.
- (2) 10 foot easement along rear lot line as per plat.
- (3) Public utility easements as shown by recorded plat.
- (4) Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54, in said Probate Office.
- (5) Declaration of Easements and Master Protective Covenants, Agreements, Easements, Charges and Liens for Chelsea Park, as set out in instrument recorded in Real 194, Page 254 in Probate Office, along with Articles of Incorporation of Chelsea Park Homeowner's 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 Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office, Supplemental Protective Covenants of Chelsea Park, as set out in Instrument #2000-00933 and in Map Book 28, Page 16, in said Probate Office.
- (6) Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 40, and by instrument to be recorded, along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 page 1 and 20 in said Probate Office.
- (7) Drainage Agreement between AmSouth Bank, N.A., as Ancillary trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW



- (8) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125, Page 249 and Real 199, Page 18 in said Probate Office.
- (9) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 32, Page 48, Deed Book 111, Page 625, Deed Book 121, Page 294, and Deed Book 178, Page 529 in said Probate Office.
- (10) Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.
- (11) Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded in Map Book 28, Page 17, in said Probate Office.
- (12) Easement to Alabama Power Company as shown by instrument recorded in Real 207 Page 380 and Real 220 Pages 521 and 532, in said Probate Office.
- (13) Subdivision restrictions shown on recorded plat in Map Book 28 page 136 to provide for construction of single family residences only.
- (14) Agreement concerning Electric Service to NCNB/Chelsea Park and Alabama Power Company recorded in Real 306 Page 119 in said Probate Office.
- (15) Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308, Page 1, Real 220, Page 339, and as Inst. #1992/14567, in said Probate Office.
- (16) Restrictive Covenant & Agreement as set out in the Deed from NCNB National Bank of North Carolina to Chelsea Park Limited Partnership dated 10/12/93 and recorded as Inst. #1993/32511, in said Probate Office.
- (17) Easement for sanitary sewer line and water lines as shown by instrument to be recorded, along with a deed and bill of sale by instrument to be recorded in said Probate Office.
- (18) Chelsea Park Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307 page 950 and Supplement in Inst. #1998-40199 in said Probate Office.

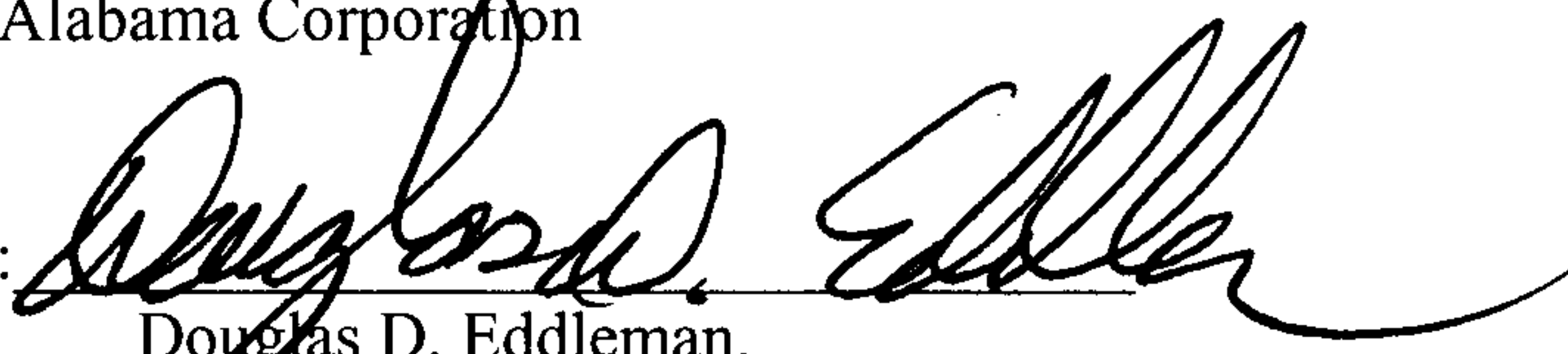
By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any 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, its successors and assigns hereby acknowledges 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) the partners, agents and employees of Grantor; (ii) the members, officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. 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, forever. And said Grantor does for itself, its successors and assigns covenant with said Grantees, his/her heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has 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, his/her heirs, executors and assigns forever, against the lawful claims of all persons.


TO HAVE AND TO HOLD to the said Grantees, his/her heirs and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal this 12th day of June, 2009.

SELLER:
PARK HOMES, INC.
an Alabama Corporation

By: 
Douglas D. Eddleman,
Its Managing Partner

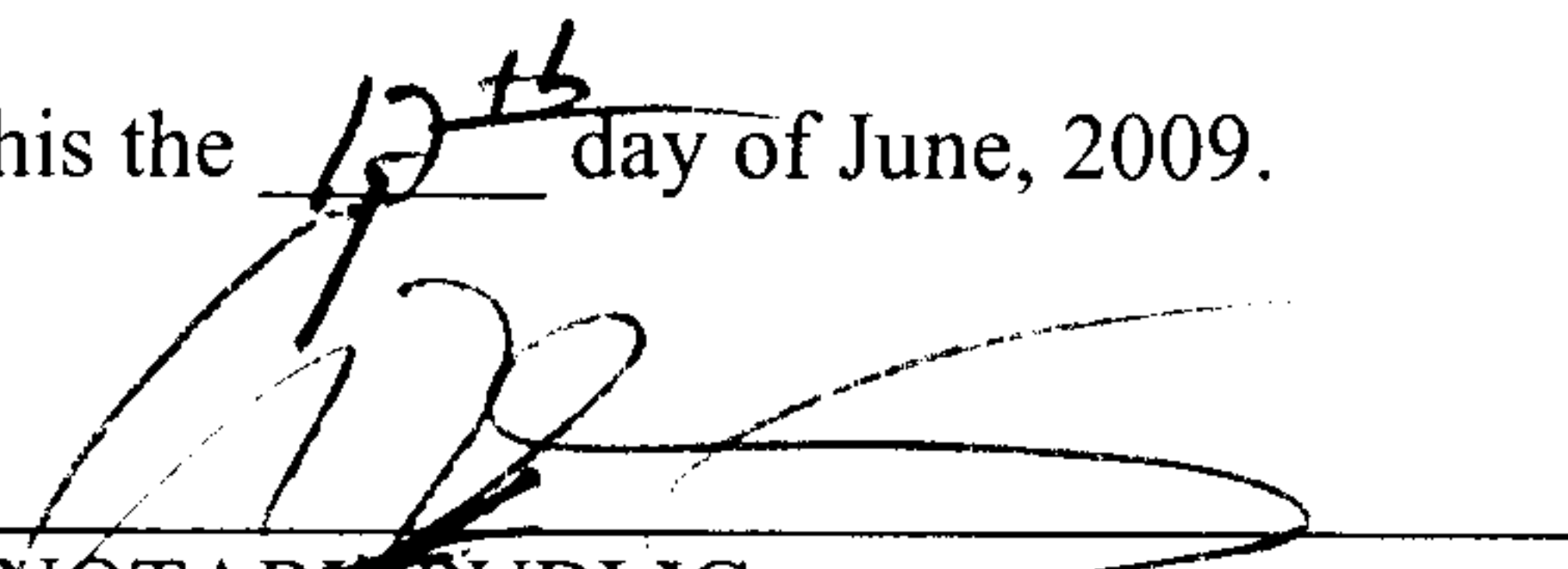
Chelsea Park - 1st Sector, Phase I & II
Lot 1-93A - Donna M. Johnson


20090625000245540 3/3 \$117.00
Shelby Cnty Judge of Probate, AL
06/25/2009 12:24:40 PM FILED/CERT

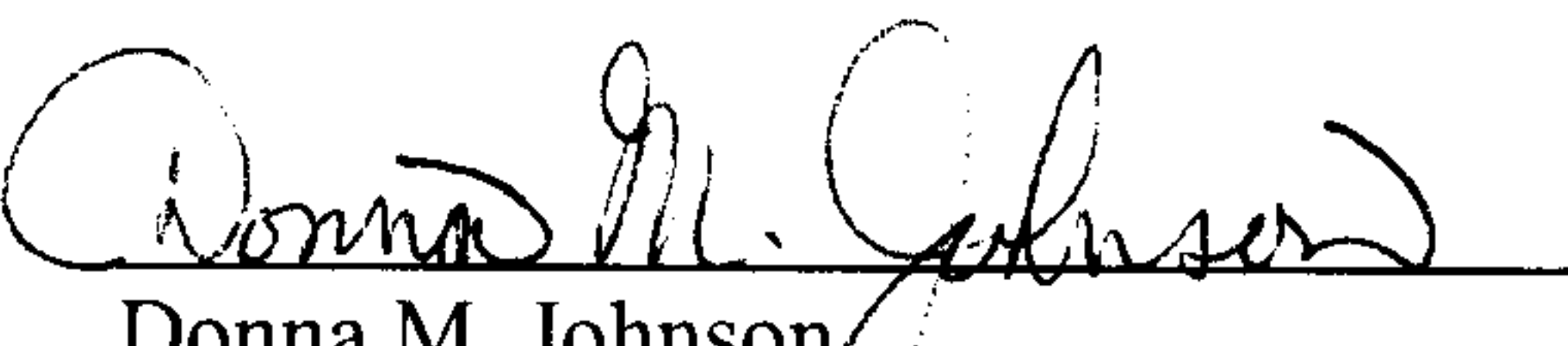
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 12th day of June, 2009.


NOTARY PUBLIC
My Commission expires: 6-5-2011

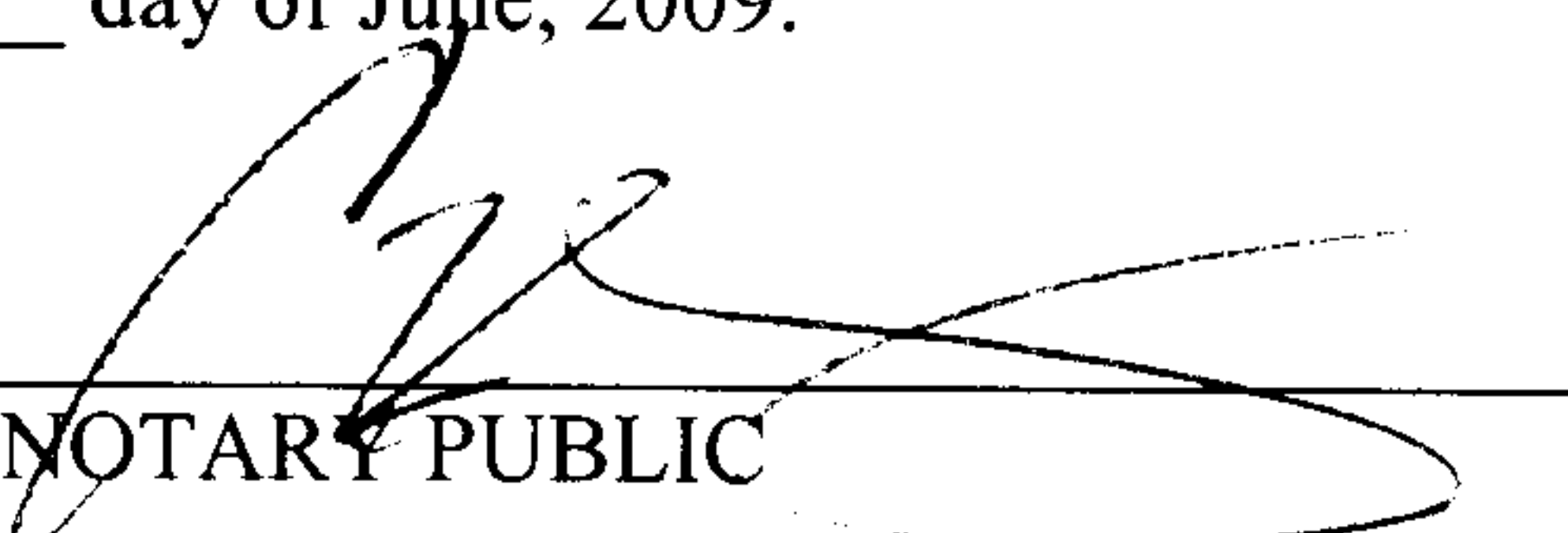
The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.


Donna M. Johnson

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donna M. Johnson, 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, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of June, 2009.


NOTARY PUBLIC

My Commission expires: 6-5-2011