


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

Send Tax Notice to:
Timothy A. Pittard
2000 Preston Lane
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)


20100706000212720 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
07/06/2010 08:41:30 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Forty Nine Thousand Six Hundred Fifty Dollars AND NO/100 Dollars (\$149,650.00) to the undersigned grantor, PARK HOMES, LLC, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said PARK HOMES, LLC, an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto **Timothy A. Pittard** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 6-135, according to the Plat of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13 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 6th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566960 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

All 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, 2010.
- (2) Variable easement along South lot line as shown on recorded plat in said Probate Office.
- (3) Public utility easements, building setback lines and right of ways as shown by recorded plat.
- (4) Restrictions as noted on Map Book 37, Page 13 in said Probate Office.
- (5) Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 20041014000566950; Instrument No. 20041014000566970 and Instrument No. 20041026000590790 and Amended in Instrument No. 20060720000351160 in said Probate Office.
- (6) Articles of Incorporation of Chelsea Park Improvement District Two as recorded in Instrument No. 20041223000699630 and notice of final assessment District Two as recorded in Instrument No. 20050209000065530, in said Probate Office.
- (7) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 in said Probate Office.
- (8) Conservation easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990 in said Probate Office.
- (9) Conservation easement and restrictive covenants as recorded in Instrument No. 20031222000822880 and Instrument No. 20041228000703980 in said Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

- (10) Easement Agreement as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (11) Easement as recorded in Instrument No. 20040120000033550 in said Probate Office.
- (12) Easement as recorded in Deed Book 253, Page 324 in said Probate Office.
- (13) Right of way easement as recorded in Instrument No. 2000-4454 in said Probate Office.
- (14) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 112, Page 111, in said Probate Office.
- (15) Easement and right of way to Alabama Power Company as recorded in Instrument No. 20060828000422540 and Instrument No. 20070517000231130 in said Probate Office.
- (16) Restrictive covenants and grant of land easement to Alabama Power company as recorded in Instrument No. 20050203000056200 in said Probate Office.
- (17) Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210 in said Probate Office.
- (18) Easement to Town of Chelsea recorded in Instrument No. 20040107000012460 in said Probate Office.
- (19) Easement Agreement by and between Chelsea Park, Inc. and Thornton New Homes Sales, Inc. as recorded in Instrument No. 20090429000156950 in said Probate Office.
- (20) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 244, Page 587; Instrument No. 1997-9552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341 in said Probate Office.
- (21) Release of damages as recorded in Instrument No. 20040922000521690 in said Probate Office.
- (22) Covenants releasing predecessor 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 instruments recorded in Instrument No. 20040922000521690 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.

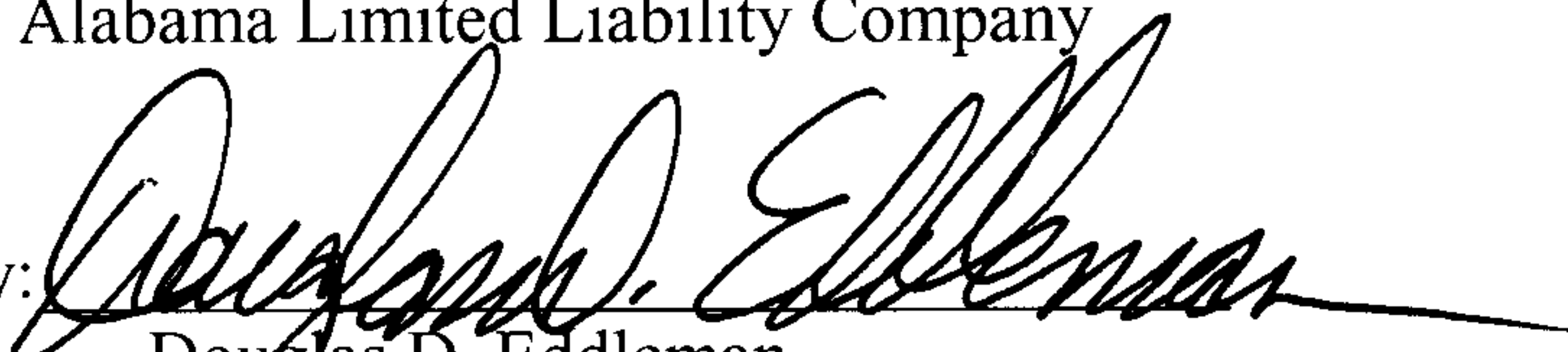
TO HAVE AND TO HOLD to the said Grantee, his/her heirs, executors and assigns forever.



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IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 28th day of June, 2010.

SELLER:
PARK HOMES, LLC
an Alabama Limited Liability Company

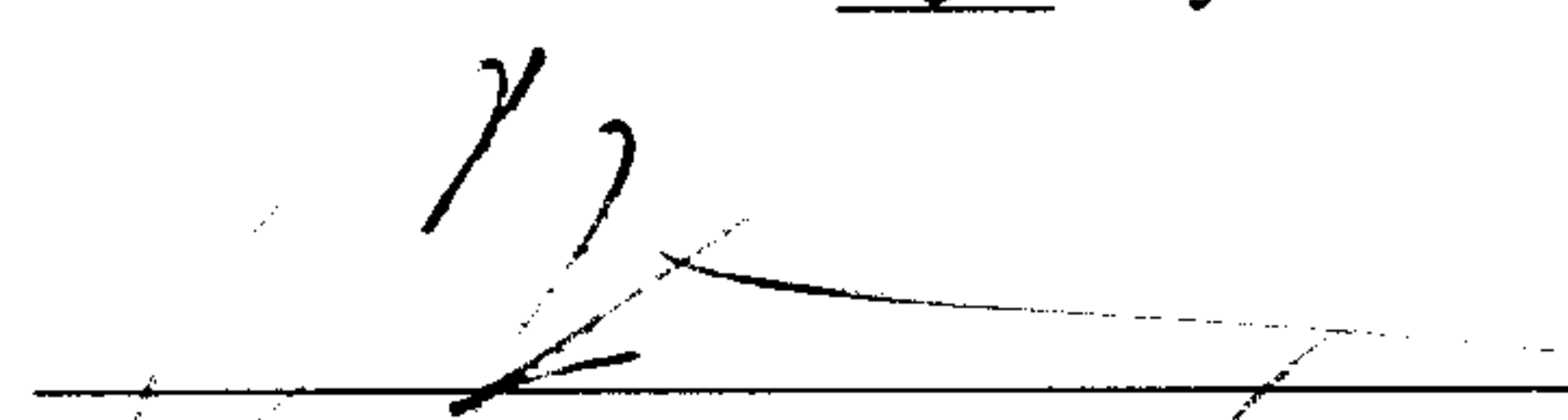
By: 
Douglas D. Eddleman,
Its Managing Partner

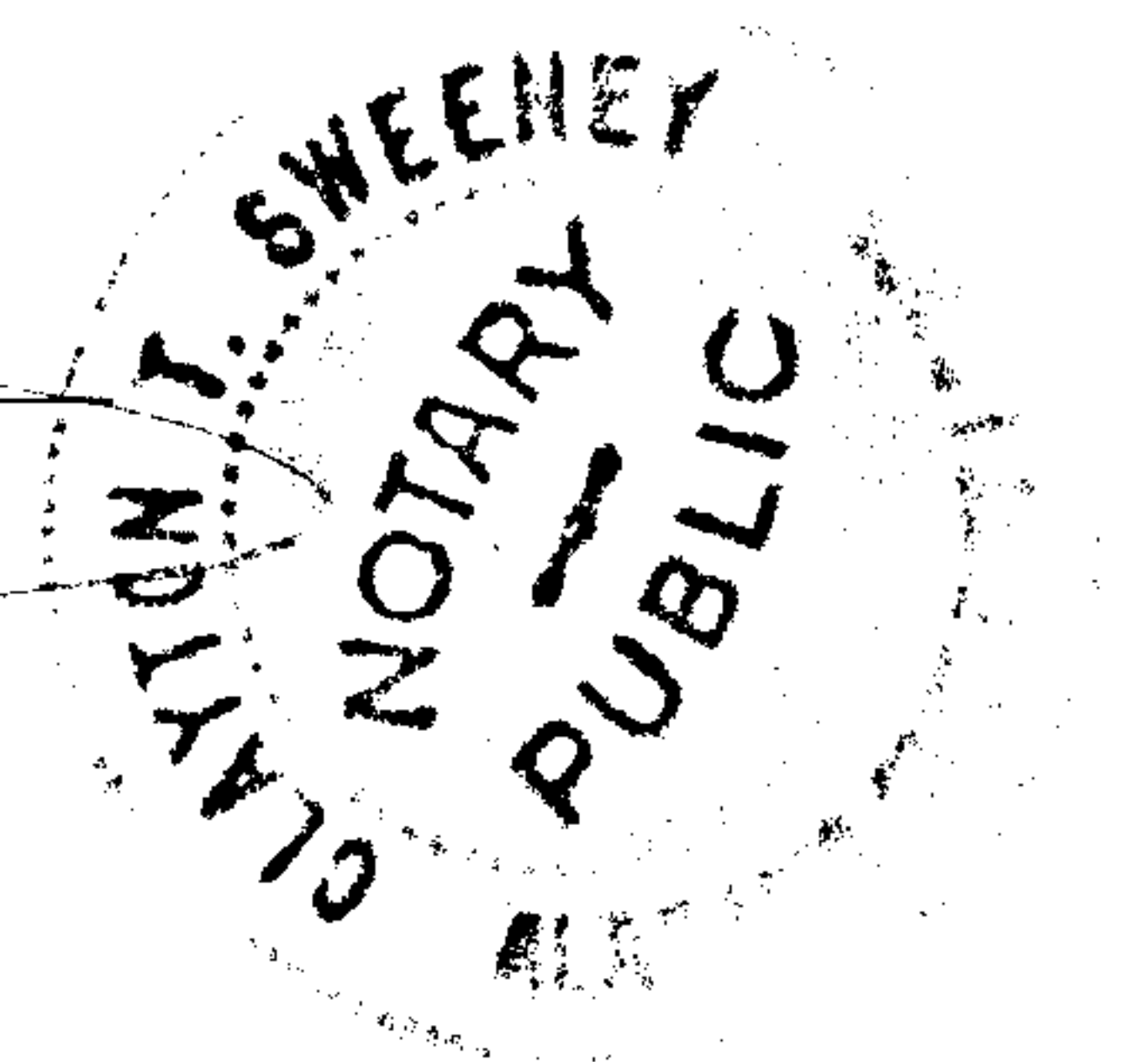
Chelsea Park - 6th sector
Lot 6-135 - Timothy A. Pittard

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

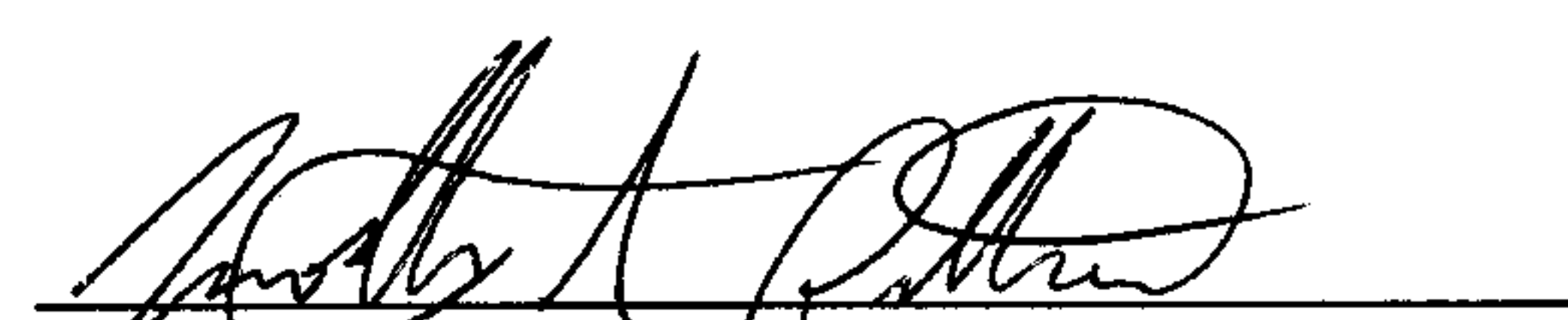
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Partner of Park Homes, LLC, an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, 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 28th day of June, 2010.


Notary Public
My Commission expires: 6/5/2011




The Grantee executes 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.

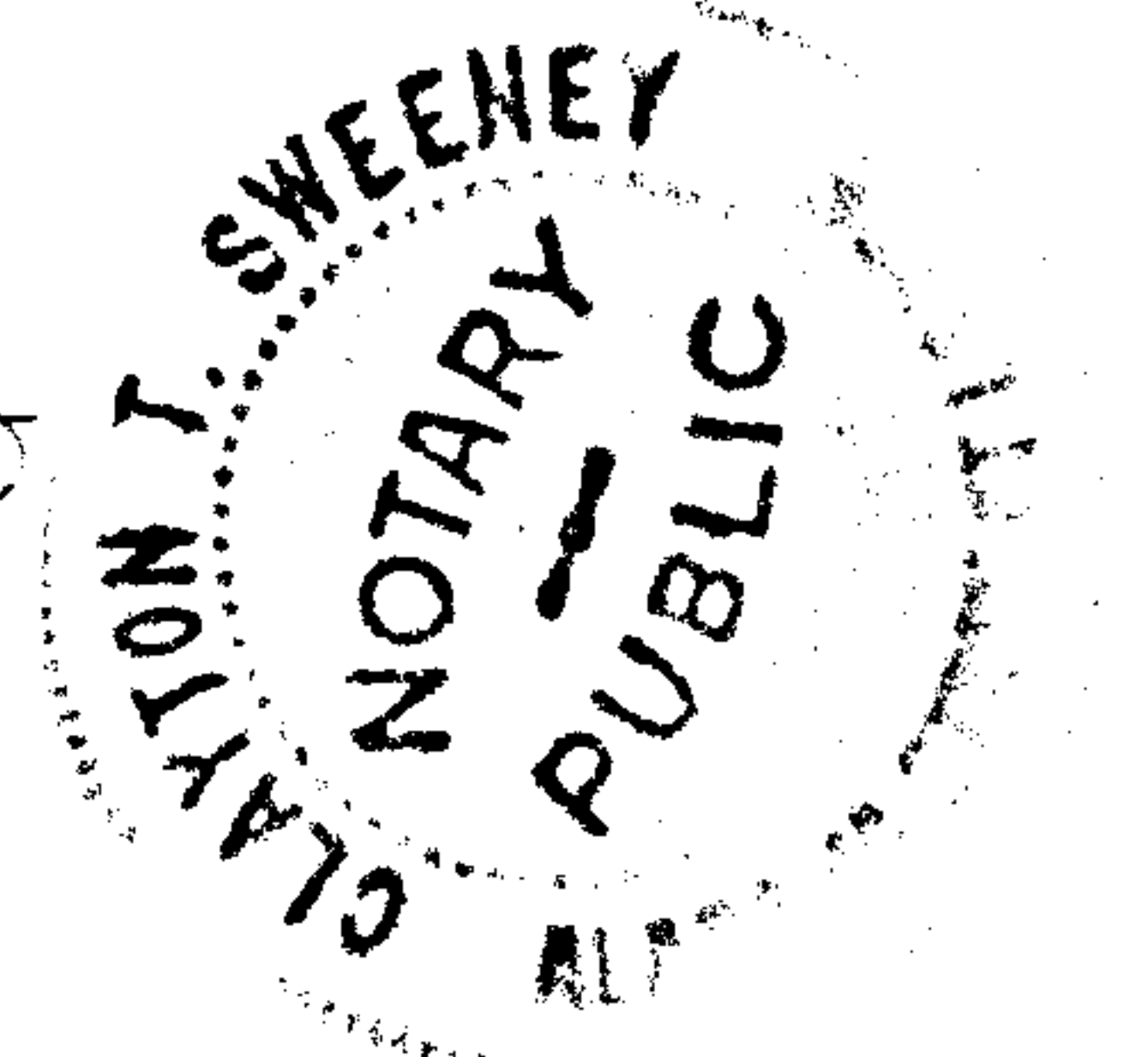

Timothy A. Pittard

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Timothy A. Pittard, 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of June, 2010.


Notary Public
My Commission expires: 6/5/2011



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