This instrument prepared by:

Park Homes, LLC 2700 Highway 280, Suite 425 Birmingham, Alabama 35223

Send tax notice to:

Park Homes, LLC 2700 Highway 280, Suite 425 Birmingham, Alabama 35223

STATUTORY WARRANTY DEED

STATE OF ALABAMA)) KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY	

That for and in consideration of FIFTY EIGHT THOUSAND and No/100 Dollars (\$58,000.00) and other good and valuable consideration to the undersigned CHELSEA PARK, INC. an Alabama limited liability company ("Grantor"), in hand paid by PARK HOMES, LLC, an Alabama corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 1-27 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; being situated in Shelby County, Alabama (the "Property").

Together with nonexclusive easement to use the Common Area as more particularly described in the Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument #20041014000566950 in the Probate Office of Shelby County, Alabama, and the 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 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declarations").

\$ 0.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The Property is conveyed subject to the following:

- 1. 2010 ad valorem taxes which are not yet due and payable.
- 2. Public utility and right of way easements as shown by recorded plat.
- 3. The Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by Grantor and filed for record as Instrument # 20041014000566950 in the Probate Office of Shelby County, Alabama.
- 4. Easement Agreement between Chelsea Park Investments, Ltd., Chelsea Park, Inc. and Chelsea Park Properties, Ltd. As set forth in Instrument #20040816000457750.
- 5. Easement to the Alabama Power Company as recorded in Instrument No. 200502030000056190, in the Probate Office of Shelby County, Alabama.
- 6. Right of Way(s) granted to BellSouth as recorded in Instrument # 20050923000496730, in said Probate Office.
 - 7. Easement to Town of Chelsea as recorded in Instrument # 20040107000012460 in the Probate Office.
- 8. Restrictions, limitations conditions and other provisions as set out in Map Book 36, Page 34 as recorded in Probate Office of Shelby County, Alabama.
- 9. Conservation Easement and Declaration of Restrictions and Covenants as recorded as Instrument #20031222000822880; Instrument #20041228000703980 and Instrument #20041228000703990
- 10. Articles of Incorporation of Chelsea Park Improvement District One as recorded in Instrument # 20041223000699620 and notice of final assessment of District One as recorded in Instrument # 20050209000065520 in the Probate office of Shelby County, Alabama.

This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permitees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes of action whether arising at law (by contract or tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the

surface of or over property herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines and limestone formations) under or on the subject property, whether contiguous or non-contiguous; provided however that this provision and the release from liability set forth herein is inapplicable to changes in soil, surface and/or subsurface conditions resulting from or arising out of development or construction activities conducted by Grantor or its affiliates under or upon the Property or any property surrounding, adjacent to, or in close proximity with, the Property. For purposes of this paragraph, Grantor shall mean and refer to Chelsea Park Development, Inc., and (i) its directors, officers, employees, agents, contractors and subcontracts and (ii) any successors and assigns of each of them.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor CHELSEA PARK, INC has hereto set its signature and seal as of July 2nd, 2010

Chelsea Park – 1st Sector, Ph 3 Lot 1-27

Douglas D Addleman, President

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 President of Chelsea Park Development, 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 this conveyance, he, in his capacity as such president, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 2nd day of July, 2010.

NOTARY PUBLICA

My Commission Expires:

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF ORGANIZATION AND OPERATIONAL AGREEMENT OF SAID LLC AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

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

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 Member of PARK HOMES, LLC, an Alabama limited liability company 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 limited liability company on the day the same bears date.

Given under my hand and official seal this the 2nd day of July, 2010.

NOTARY PUBLIC My Commission expires:

20100813000260160 2/2 \$73.00 Shelby Cnty Judge of Probate, AL 08/13/2010 02:38:51 PM FILED/CERT