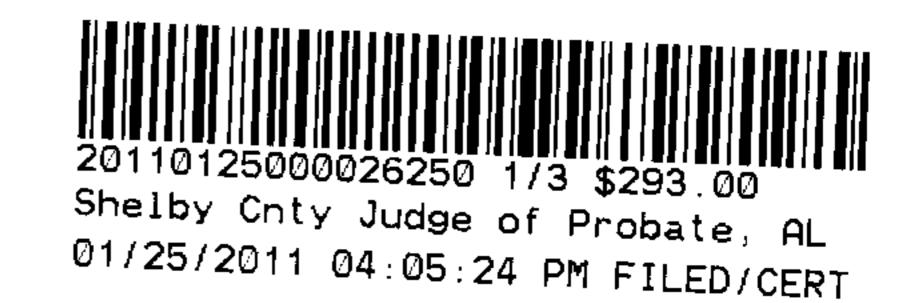
This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223

Send Tax Notice to: Glenda B. Parker 415 Lake Chelsea Way Chelsea, Alabama 35043

STATE OF ALABAMA }
COUNTY OF SHELBY



## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Seventy Four Thousand Nine Hundred and No/100 Dollars (\$274,900.00) 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 Glenda B. Parker (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

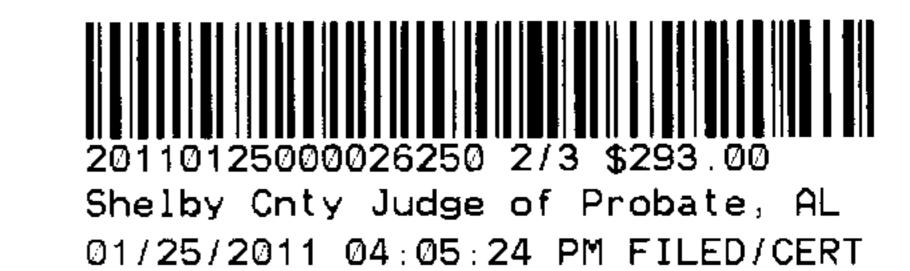
Lot 9-16A, according to the Resurvey of Lots 9-11 through 9-17 and part of Common Area Chelsea Park - 9th Sector, as recorded in Map Book 40, Page 7, in the Office of the Judge of Probate of Shelby County, Alabama.

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 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 9th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20051229000659740 and Instrument No. 20060920000468120, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2011.
- (2) Easements as per plat.
- (3) Public utility easements, building setback lines and right of ways as shown by recorded plat.
- Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Instrument No. 200413 at Page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park 9th Sector, as recorded in Instrument No. 20051229000659740 and Instrument No. 20060920000468120, in said Probate Office.
- Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining right 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. 2001-27341, in said Probate Office.
- Underground communications line easement to Level 3 Communications as recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671 in said Probate Office.



- (7) Right of way easement as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 in said Probate Office.
- (8) Easement agreement as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (9) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 in said Probate Office.
- (10) Certificate of Incorporation of Chelsea Park Cooperative District Two as recorded in Instrument No. 20041223000699630 in said Probate Office.
- Notice of Final Assessment of Real Property regarding Chelsea Park Improvement District Two as recorded in Instrument No. 20050209000065530 in said Probate Office.
- Right of way granted to Alabama Power Company as set forth in Instrument No. 20060630000314940; Instrument No. 20050203000056210 and Instrument No. 20060828000422650 in said Probate Office.
- 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. 20061229000634390 in said Probate Office.
- (14) Restrictions, limitations, conditions and other provisions as set out in Map Book 40, Page 7 in the Probate Office of Shelby County, Alabama.

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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this day of January, 2011.

SELLER:

PARK HOMES, LLC

an Alabama Limited Liability Company

Its Managing Member

Chelsea Park - 9th Sector Lot 9-16 - Glenda B. Parker

## STATE OF ALABAMA

20110125000026250 3/3 \$293.00 Shelby Cnty Judge of Probate, AL 01/25/2011 04:05:24 PM FILED/CERT

## 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 Member 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 member, 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 25 day of January, 2011.



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 Grantee, his/her successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.

Glenda B. Parker

STATE OF ALABAMA

**COUNTY OF JEFFERSON** 

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Glenda B. Parker, 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  $\frac{25\pm d}{d}$ 

day of January, 2011.

Notary Fublic

My Commission expires: 6/5/2011