


This instrument prepared by:
Sandy F. Johnson
Attorney at Law
3170 Highway 31 South
Pelham, Alabama 35124

SEND TAX NOTICE TO:
Jennifer J. Bellanca
119 Arbour Place
Helena, Alabama 35080

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
)
Shelby COUNTY)


20110128000030940 1/2 \$19.00
Shelby Cnty Judge of Probate, AL
01/28/2011 02:39:51 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Forty Eight Thousand Dollars and 00/100 (\$148,000.00) to the undersigned Grantor in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, **HPH Properties, LLC** (hereinafter Grantor), does hereby grant, bargain, sell and convey unto Jennifer J. Bellanca (hereinafter Grantee), all of its right, title and interest in the following described real estate, situated in **Shelby County, Alabama**, to wit:

Lot 103, according to the Survey of Hillsboro Subdivision, Phase III, as recorded in Map Book 39, Page 123-A, Page 123-B and Page 123-C, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Taxes, assessments or dues from the local district for the year 2011, and subsequent years, a lien not yet due and payable.
2. Restrictions, public utility easements, and building setback lines as shown on recorded map of Hillsboro Subdivision, Phase III, as recorded in Map Book 39, Page 123-A, Page 123-B and Page 123-C, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Covenants, conditions, restrictions, easement, assessments, liens and encumbrances set forth in the Articles of Incorporation of Hillsboro Residential Association, Inc. as recorded in Bk: LR200666, Pg: 12615 in the Probate Office of Jefferson County, Alabama and unrecorded By-Laws thereof, and the Declaration of Protective Covenants of Hillsboro (Residential) as recorded in Instrument #20061121000567590 in the Probate Office of Shelby County, Alabama.
4. Covenants, conditions, restrictions easements, assessments, liens and encumbrances set forth in the Articles of Incorporation of Appleford Swim Club, Inc. as recorded in Bk: LR200666, Pg: 12629 in the Probate Office of Jefferson County, Alabama and unrecorded By-Laws thereof, and the Declaration of Covenants, Conditions and Restrictions for Appleford (a Hillsboro community) as recorded in Instrument #20061121000567600 in the Probate Office of Shelby County, Alabama.
5. Restrictions, conditions, limitations and release of damages as recorded in Instrument #20090302000074520, in the Probate Office of Shelby County, Alabama.
6. Title to all oil, gas and minerals within and underlying the premises, together with all oil 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.

FILE NO: 20110042

Shelby County, AL 01/28/2011
State of Alabama
Deed Tax: \$4.00

20110128000030940 2/2 \$19.00
Shelby Cnty Judge of Probate, AL
01/28/2011 02:39:51 PM FILED/CERT

\$144,248.00 of the consideration recited herein was paid from the proceeds of a purchase money mortgage executed simultaneously herewith.

To have and to hold unto said Grantee, Grantee's heirs, personal representatives, successors and assigns, forever; *provided however*, that Grantor makes no warranty of covenant respecting the nature or the quality of the title hereby conveyed other than that the Grantor has neither suffered nor permitted any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the Grantor, HPH Properties, LLC, by David Bonamy, its Managing Member, who is authorized to execute this conveyance, has hereunto set my/our hand(s) on this the 21 day of January, 2011.

HPH Properties, LLC

[Signature]
By; David Bonamy
Its: Managing Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Bonamy, whose name is signed to the foregoing conveyance as Managing Member of HPH Properties, LLC 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 on the day the same bears date as the act of and on behalf of HPH Properties, LLC.

Given under my hand and official seal on this the 21 day of January, 2011.

[Signature]
Notary Public
Commission Expires: February 8, 2014