

20110415000117520 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
04/15/2011 01:53:39 PM FILED/CERT

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

SEND TAX NOTICE TO:

First Commercial Bank
Attn: Mike Carter
P. O. Box 11746
Birmingham, AL 35202

Victoria Arabaci
137 Chelsea Station Drive
Chelsea, Alabama 35043

**TITLE NOT EXAMINED, REVIEWED OR
CERTIFIED BY PREPARER**

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

\$218,475.00
Sales price

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 8th day of April, 2011 by **SYNOVUS BANK, FORMERLY KNOWN AS COLUMBUS BANK AND TRUST COMPANY, AS SUCCESSOR IN INTEREST THROUGH MERGER AND BY NAME CHANGE TO FIRST COMMERCIAL BANK**, an Georgia banking corporation ("Grantor"), in favor of Victoria Arabaci ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee the following described real property (the "Property") situated in Shelby County, Alabama, to wit:

Lot 6, according to the Map and Survey of Chelsea Station, as recorded in Map Book 38, Page 109 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"): ALL of the proceeds come from a mortgage recorded simultaneously herewith.

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.

2. All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, but without limitation, the Declaration of Protective Covenants, Conditions and Restrictions for Chelsea Station, a Residential Subdivision dated as of August 27, 2007 and recorded as Instrument Number 20070829000407640 in the Probate Office and all amendments thereto (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

3. Mining and mineral rights not owned by Grantor.
4. Government actions, including zoning ordinances and restrictions and building and use restrictions, including variances.
5. All matters which a current and accurate survey and a physical inspection of the Property would reveal.
6. All title exceptions listed on attached Exhibit "A" which were further listed on Schedule B of the Title Report dated February 28, 2011 File No. T-85032 issued by The Title Group Incorporated as agent of First American Title Insurance Company.
7. The remaining terms, covenants, releases and agreements set forth in this Deed.

Grantee, by acceptance of this Deed, acknowledges, covenants and agrees for itself and its successors and assigns, that:


(a) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property;

(b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, whether there has occurred or may occur in the future any settling or subsidence of any portion of the Property and the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property;

(c) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property, whether any settling or subsidence of the Property has occurred or may occur at any time in the future, or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;

(d) Grantee accepts the physical and environmental condition of the Property "AS IS, WHERE IS, WITH ALL FAULTS" and hereby releases Grantor from any liability of any nature arising from or in connection with the physical or environmental condition of the Property. This condition shall constitute a covenant running with the land as against Grantee and all successors in title;

(e) Grantee, for Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, members, managers and the officers, directors and shareholders of the manager of Grantee, and all Affiliates and mortgagees of Grantor and their respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses


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and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, settling or subsidence of any portion of the Property, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any affiliates thereof;


(f) Grantee acknowledges receipt of a copy of the Declaration and the Articles of Incorporation and Bylaws of the Association;

(f) As provided in the Declaration, each Owner (which includes Grantee) will be a member of the Association, and the Association has the right to levy Assessments against the Property, which Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration;

(g) No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either; and

(h) All of the foregoing terms and provisions of this Deed shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, personal representatives, successors and assigns.

EXHIBIT A


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1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mining or mineral rights leased, granted or retained by current or prior owners.
6. Taxes or assessments for **2011** and subsequent years and not yet due and payable.
7. Restrictions, limitations and conditions as shown on recorded map(s).
8. Easements and building line as shown on recorded map.
9. Restrictions, limitations, conditions and other provisions as set out in Instrument #20070829000407640 Amended in Instrument #20100430000132190 and Second Amendment in Instrument #20101008000335460. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument #20070418000180100; Instrument #20061212000603870 and Instrument #20070517000229650.
11. Agreement in regard to sanitary sewer system as set out in Instrument #20060816000399780.
12. Covenants, conditions, restrictions, and perpetual non-exclusive easement for access, ingress and egress as recorded in Instrument No. 1994-36503.
13. Restrictions and covenants appearing of record in Covenants and Restrictions as recorded in Instrument No. 1998-36461. NOTE: Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Release of damages as recorded in Instrument # 20080425000169750.
15. Easement Agreement as recorded in Instrument #1998-36462.