

\$ 5,000.00 Value

This deed is prepared without the benefit of title insurance or title examination at the request of the grantor and grantee herein.  
No certification is made as to title. No certification is made as to easements and encroachments, if any.

Document Prepared By:  
**V. Edward Freeman, II**  
**Stone, Patton, Klerce & Freeman**  
**118 North 18<sup>th</sup> Street**  
**Bessemer, Alabama 35020**

Send Tax Notice To:  
**Bent Creek Homeowner's Association**

**CORPORATE GENERAL WARRANTY DEED**

**STATE OF ALABAMA        }**  
**COUNTY OF SHELBY       }**

  
20110802000225290 1/3 \$23.00  
Shelby Cnty Judge of Probate, AL  
08/02/2011 04:02:21 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:  
THAT IN CONSIDERATION OF **BENT CREEK, SECTOR ONE DECLARATION OF PROTECTIVE COVENANTS** as recorded in Instrument No. 20080222000072590, in the Office of the Judge of Probate of Shelby County, Alabama to the undersigned grantor (whether one or more), a corporation, in hand paid by the grantee herein, the receipt of where is acknowledged, the corporation,  
**First Financial Bank, a Corporation**  
(herein referred to as Grantor(s)) grants, sells, bargains and conveys unto  
**Bent Creek Homeowner's Association**  
(herein referred to as Grantee(s)) the following describer real estate, situated in **Shelby County, Alabama** to wit:

**All common areas as shown on Survey of Bent Creek Subdivision, Sector 2, Phase 1, as recorded in Map Book 39, Page 135 in the Office of the Judge of Probate of Shelby County, Alabama.**

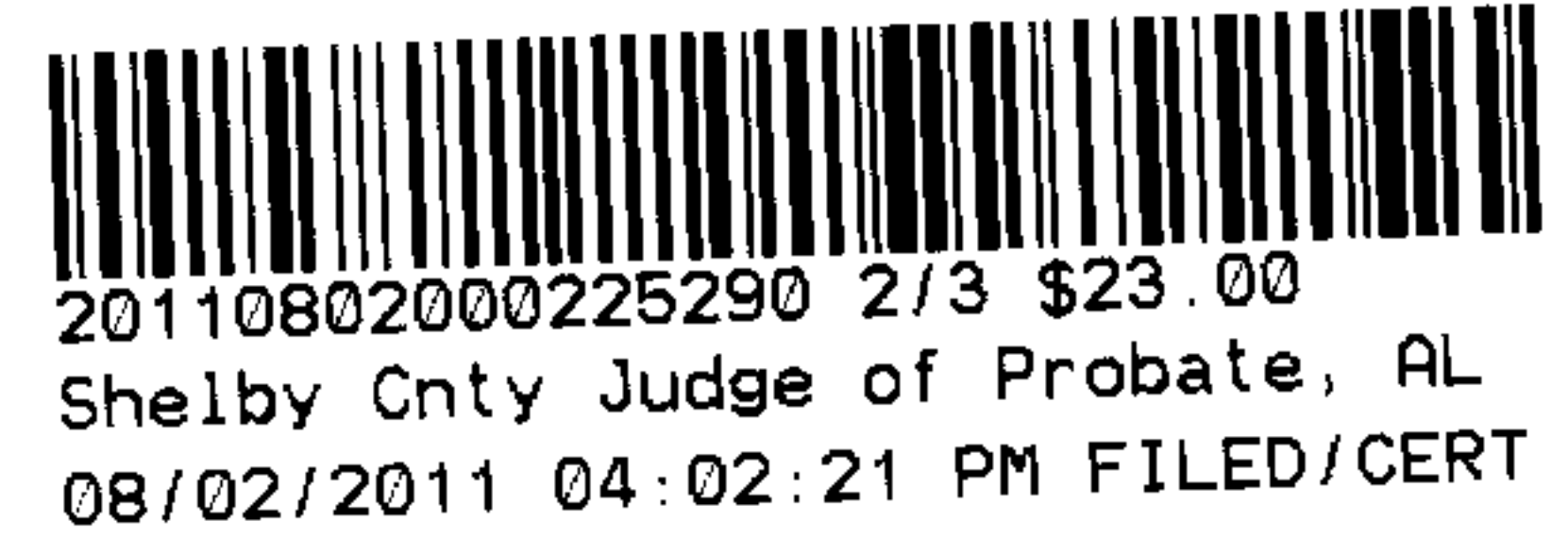
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Subject to any and all easements, set back lines, restrictions, conditions, covenants, mineral and mining rights and current taxes not due, and more particularly as follows:

1. Taxes for the current year and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
3. Rights of all parties in possession by unrecorded leases or contracts.
4. Right of way granted to Alabama Power Company recorded in Deed Book 126, Page 55.
5. Railroad right of way reserved by South and North Alabama Railroad by Deed Book "T" Page 655.
6. Memorandum and affidavit regarding oil and gas lease to Anschutz Corporation dated February 9, 1982 and recorded in Misc. Book 45, Page 303.
7. Memorandum of oil and gas lease to Atlantic Richfield Company as recorded in Deed Book 324, Page 391.
8. Less and except any part of subject property lying within any road right of way.
9. Restrictions appearing of record in Deed Book 244, Page 587.
10. Rights of others to the use of Pickle Drive.
11. Rights of others to the use of Brasher Drive.
12. The following matters as shown on the survey by SMW Engineering Group, Inc. dated 12/2/904:
  - a. Encroachment(s) of overhead power lines onto and/or off the westerly portion of Parcel 2.
  - b. Encroachment(s) of 8 foot by 6 foot building with chin link fence off of the land in the westerly portion of Parcel 2.
  - c. Encroachment(s) of Brasher Drive onto and/or off of the easterly side of Parcel 1.
  - d. Encroachment(s) of Pickle Drive onto and/or off the land in the mid portion of Parcel 2.
  - e. Encroachment(s) of gravel drive onto and/or off the northwesterly side of the land of Parcel 2.
  - f. Encroachment(s) of "Old Barbed Wire Fence" onto and/or off the land on the southerly side of Parcel 1.
  - g. Encroachment(s) of "Hog Wire Fence" onto and/or off the land on the southerly side of parcel.
13. All other existing easements, restrictions, current taxes, set-back lines, rights of way, limitation, if any, of record.
14. Further, for the consideration recited herein Grantee agrees to be bound by all of the obligations of the Purchaser in Purchase and Sale Agreement dated April 5, 2004, the Reinstatement and Extension Agreement dated October 26, 2004 and the Addendum to the Purchase and Sale Agreement and Reinstatement and Extension Agreement dated January 4, 2005 all by and between Double Mountain, LLC and Gary L. Thompson (collectively, the "Contract"), said Contract being partially assigned to Grantee herein by Gary L. Thompson by Instrument dated January 4, 2005; provided that Grantor and Grantee agree that all of such obligations of the Contract shall survive the closing and delivery of this deed such as they apply to the 195.72 +/- acres conveyed herein and Joseph Zegarelli and Bent Creek, LLS and/or their assigns, and Grantee agrees to be bound only by such obligations.
15. Easement granted Alabama Power Company recorded in Inst. No. 2005-564180.
16. Restrictions appearing of record in Inst. No 2007-464630 and in Inst. No. 2008-72590.
17. Municipal improvement assessment(s), if any, in favor of the City of Pelham.
18. Any association dues in favor of the Homeowners Association which may exist and remain unpaid.

TO HAVE AND HOLD the aforegranted premises in fee simple to the said Grantee and its successors and assigns forever.

Shelby County, AL 08/02/2011  
State of Alabama  
Deed Tax: \$5.00



And said corporation does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is, lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said **First Financial Bank** by its **Vice President, Neil Walker**, who is authorized to execute this conveyance, has hereto set its signature and seal this date: July 20, 2011.

GRANTOR(S): **First Financial Bank**

By: *Neil Walker* (SEAL)  
**Neil Walker, Its Vice President**

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, the undersigned notary public in for said State, hereby certify that, **Neil Walker as Vice President of First Financial Bank** whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this document, as such officer and with full authority, executed the same voluntarily on the same bears date as said act of corporation.

Given under my hand and signed this date: July 20, 2011.

*Linda H. Forish* (Seal)  
Notary Public  
My Commission Expires: \_\_\_\_\_

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: June 13, 2015**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

