

132, 225  
No survey was obtained in connection with this conveyance. No opinion as to matters which an accurate survey of the property may reveal has been given.

*This instrument was prepared by:*


Jason E. Gilmore, Esq.  
Gordon, Dana, Knight & Gilmore, L.L.C.  
600 University Park Place, Suite 100  
Birmingham, AL 35209

*Send Tax Notice to:*

Logan Real Estate Holdings, LLC  
350 Hallman Hill East, #408  
Birmingham, AL 35209

**GENERAL WARRANTY DEED**

STATE OF ALABAMA     )  
  )  
COUNTY OF SHELBY    )

  
20110927000285640 1/4 \$153.00  
Shelby Cnty Judge of Probate, AL  
09/27/2011 11:34:10 AM FILED/CERT

KNOW ALL PERSONS BY THESE PRESENTS, That in consideration of Ten and No/100 Dollars (\$10.00) to the undersigned **THORNTON NEW HOME SALES, INC.**, an Alabama corporation, as successor by merger with Chelsea Park Homes, Inc., an Alabama corporation (“Grantor”), in hand paid by **LOGAN REAL ESTATE HOLDINGS, LLC**, an Alabama limited liability company (“Grantee”) the receipt of which is hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate (the “Property”), situated in Shelby County, Alabama, to-wit:

Lots 8, 9, 14, 15, 16, 109, 112, 119, 120, 121, and 122, according to the map and survey of Chelsea Park 6<sup>th</sup> Sector, as recorded in Map Book 37, Page 13 in the Office of the Judge of Probate of Shelby County.

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 6<sup>th</sup> Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566960 (which, together with all amendments thereto, are hereinafter collectively referred to as the “Declaration”).

Subject, however, to those matters which are set forth on Exhibit “A” which is attached hereto and incorporated herein by reference (the “Permitted Encumbrances”).

TO HAVE AND TO HOLD to the Grantee, and the Grantee’s successors and assigns, forever.

Grantor does for itself, its successors and assigns, covenant with Grantee, its successors and assigns, that it is lawfully seized in fee simple of the Property; that the Property is free from all encumbrances, other than the Permitted Encumbrances; that it has a good right


to sell and convey the Property; and that it will, and its successors and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be properly executed on this the 9<sup>th</sup> day of September, 2011.

**GRANTOR:**

**THORNTON NEW HOME SALES, INC.**  
an Alabama corporation

By: [Signature]  
Name: William L. Thornton, III  
Title: President

  
20110927000285640 2/4 \$153.00  
Shelby Cnty Judge of Probate, AL  
09/27/2011 11:34:10 AM FILED/CERT

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Chief Executive Officer of Thornton New Home Sales, Inc., 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 corporation.


Given under my hand and official seal this the 9<sup>th</sup> day of September, 2011.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 14, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



**EXHIBIT "A"**

  
20110927000285640 3/4 \$153.00  
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**PERMITTED ENCUMBRANCES**

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims thereof, which are not shown by the public records.
3. 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.
4. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
5. The lien of Ad Valorem taxes for the year 2011, and subsequent years.
6. Municipal improvements, taxes, assessments and fire district dues against subject property, if any.
7. 10 foot sanitary sewer easement along East lot line as per plat. (Lot 6-14)
8. 10 foot sanitary sewer easement along West lot line as per plat. (Lot 6-15)
9. Restrictions as noted on Map Book 37, Page 13.
10. Subject to covenants, conditions and restrictions (deleting therefrom, and restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Instrument No. 20041014000566950 and Instrument No. 20041026000590790, in the Probate Office of Shelby County, Alabama.
11. Easement agreement as recorded in Instrument No. 20040816000457750.
12. Conservation easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990.
13. Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment District 1 as recorded in Instrument No. 200502090000065520.
14. Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 112, Page 111.
15. Title to all oil, gas and minerals within and underlying the premises, together with all oil and 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 as

recorded in Deed Book 244, Page 587; Instrument No. 1997-99552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341, in the Probate Office of Shelby County, Alabama.

16. Release of damages as recorded in Instrument No. 20040922000521690, as recorded in the Probate Office of Shelby County, Alabama.

17. 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. 20040922000521690 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

18. Right of way easement as recorded in Instrument No. 2000-4454.

19. Easement as recorded in Deed Book 253, Page 324.

20. Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20050203000056200.

21. Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210.

22. Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670.

23. Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460, in the Probate Office of Shelby County, Alabama.

24. Conservation easement and restrictive covenants as recorded in Instrument No. 20031222000822880 and Instrument No. 20041228000703980.