

No title or survey was obtained in connection with this conveyance and therefore no opinion as to title nor matters which an accurate survey of the property would reveal are given.

This instrument was prepared by:  
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Gordon, Dana, Knight & Gilmore, LLC  
600 University Park Place, Suite 100  
Birmingham, Alabama 35209

Shelby County, AL 12/21/2011  
State of Alabama  
Deed Tax: \$285.00

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA       )  
  )       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SHEBLY       )

That in consideration of Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00) to the undersigned Grantor, Thornton New Home Sales, Inc., (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Tyrol, Inc. (herein referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 4-18, 4-19, 4-20, 4-22, 4-23, 4-24, 4-26, 4-27, 4-28, 4-30, 4-32, 4-33, 4-36, 4-37, 4-74, 4-78, 4-80, 4-85, and 4-89, according to the Survey of Chelsea Park, 4<sup>th</sup> Sector, as recorded in Map Book 34, pages 147A and 147B, in the Probate Office 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 Chelsea Park, Inc. 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 4<sup>th</sup> Sector executed by Chelsea Park Inc. and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20050425000195430 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declarations").

Together with the nonexclusive easement to use the Easement parcel as more particularly described in the Easement Agreement as recorded in Instrument 20040816000457750, in the Probate Office of Shelby County, Alabama.

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

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.

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20111221000387290 2/4 \$306.00  
Shelby Cnty Judge of Probate, AL  
12/21/2011 01:32:14 PM FILED/CERT

IN WITNESS WHEREOF, the said GRANTOR, through its duly authorized officer, has executed this Deed this the 13<sup>th</sup> day of December, 2011.

Thornton New Home Sales, Inc.

By: [Signature]  
William L. Thornton, III, ~~President~~  
CEO

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 as President of Thornton New Home Sales, Inc., 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, he, in said capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13<sup>th</sup> day of December, 2011.

(SEAL)

[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**

### **Permitted Encumbrances**

1. All taxes for the year 2012 and subsequent years, not yet due and payable.
2. Building lines, easements and restrictions as shown on the Plat of Chelsea Park 4<sup>th</sup> Sector, as recorded in Map Book 34, page 147A and 147B, in the Probate Office of Shelby County, Alabama.
3. Easement to Level 3 Communications, LLC, recorded in Instrument 2000-2007 and Instrument 2000-0671, in the Probate Office of Shelby County, Alabama.
4. Easement to Colonial Pipeline Company recorded in Deed Book 283, page 716 and Deed Book 253, page 324, in the Probate Office of Shelby County, Alabama.
5. Mineral and mining rights and rights incident thereto recorded in Instrument 1997-9552; Instrument 2000-4450 and Instrument 2001-27341, in the Probate Office of Shelby County Alabama.
6. Easement to U.S. Alliance for road, as set out in Instrument 2000-4454, in the Probate Office of Shelby County, Alabama
7. Permanent Easement for water mains and/or Sanitary Sewer Main to the City of Chelsea as recorded in Instrument 2004012000003350, in the Probate Office of Shelby County, Alabama.
8. Easement to Alabama Power Company recorded in Instrument 20051031000564090, Instrument 20060828000422650, Instrument 20050203000056210, Instrument 20050802000390130, Instrument 20051031000564100, Instrument 20050203000056190 and Instrument 20051031000564050, Instrument 20050203000056190; Instrument 20050203000056200; Instrument 20060828000422540 and Instrument 20070517000231130 in the Probate Office of Shelby County, Alabama.
9. Conservation Easement and Declaration of Restrictions and Covenants recorded in Instrument 20041228000703980, Instrument 20041228000703990 and in Instrument 20041228000703970, in the Probate Office of Shelby County, Alabama. (as to Common Area described in Schedule A)
10. Easement Agreement between Chelsea Park Investments Ltd, Chelsea Park Inc., and Chelsea Park Properties Ltd as set out in Instrument 20040816000457750, in the Probate Office of Shelby County, Alabama.
11. Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.
12. Transmission Line Permit to Alabama Power Company as recorded in Deed Volume 112, Page 111, in the Probate Office of Shelby County, Alabama.
13. Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument 20041223000699620, in the Probate Office of Shelby County, Alabama.
14. Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, and Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 4<sup>th</sup> Sector recorded as Instrument No. 20050425000195430.
15. Declaration of Restrictive Covenants recorded in Instrument 20030815000539670, in the Probate Office of Shelby County, Alabama.