


This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
Eddleman Homes, LLC  
2700 Highway 280 East, Suite 425  
Birmingham, Alabama 35223

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

  
20120321000096450 1/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
03/21/2012 08:39:29 AM FILED/CERT

### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Ten and No/100 Dollars (\$10.00) to the undersigned grantor, **CHELSEA PARK HOLDING, LLC**, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **CHELSEA PARK HOLDING, LLC**, an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto **EDDLEMAN HOMES, LLC**, an Alabama Limited Liability Company, (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 11-18, according to the Plat of Chelsea Park, 11th Sector, as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the "Property").

Together with the nonexclusive easement to the use the Common Areas as more particularly described in the 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, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 11th Sector, filed for record as Instrument No. 20070831000411450 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2012.
- (2) Building and setback lines of 15 feet as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama.
- (3) 15 foot easement along rear lot line as per plat.
- (4) Public utility easements as shown by recorded plat.
- (5) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama.
- (6) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 11th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450 in the Probate Office of Shelby County, Alabama.
- (7) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument No. 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065540 in the Probate Office of Shelby County, Alabama.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, its successors and assigns hereby acknowledges



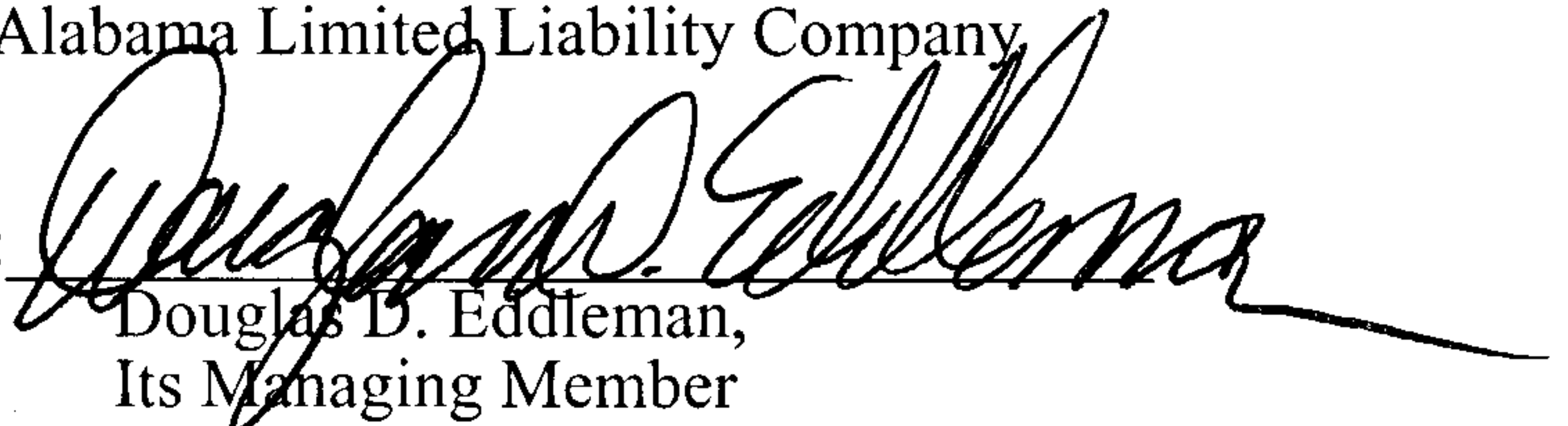
that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes in its present "AS IS" condition. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the members, officers, directors, employees and agents of general partners of Grantor or partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

**TO HAVE AND TO HOLD** to the said Grantees, forever. And said Grantor does for itself, its successors and assigns covenant with said Grantees, his/her heirs 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, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, his/her heirs, executors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 6<sup>th</sup> day of March, 2012.

SELLER:  
CHELSEA PARK HOLDING, LLC  
an Alabama Limited Liability Company

By:

  
Douglas D. Eddleman,  
Its Managing Member

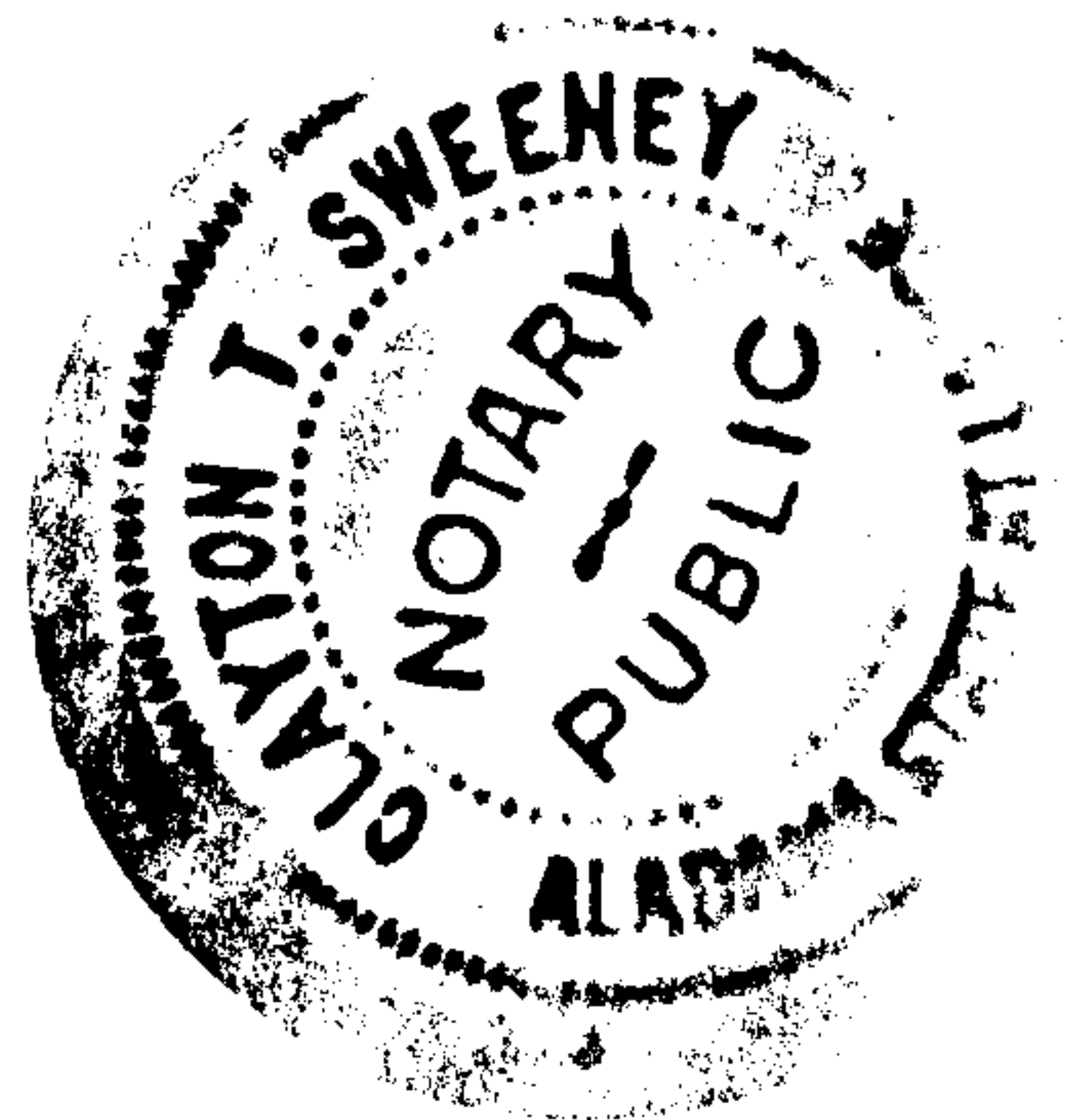
Chelsea Park - 11th Sector  
Lot 11-18 - Eddleman Homes, LLC

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Chelsea Park Holding, LLC, an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Managing Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company

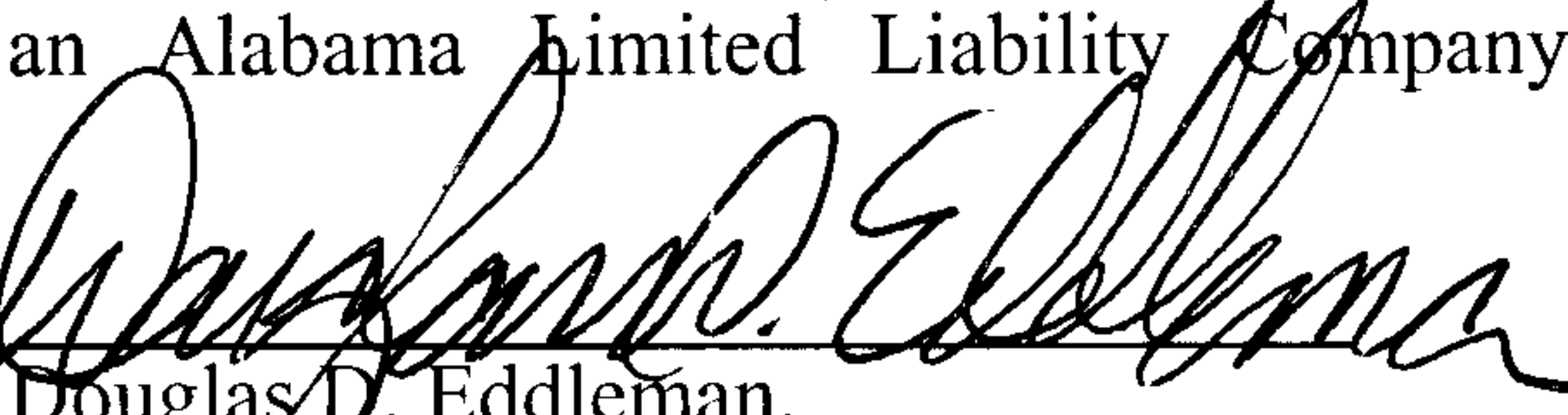
Given under my hand and official seal of office this the 6<sup>th</sup> day of March, 2012.

  
NOTARY PUBLIC  
My Commission expires: 6/5/2015



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The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, his/her successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

EDDLEMAN HOMES, LLC  
an Alabama Limited Liability Company  
  
Douglas D. Eddleman,  
Managing Member

State of Alabama     )  
County of Jefferson )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Homes, LLC, an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such Managing Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal this 6<sup>th</sup> day of March, 2012.

  
NOTARY PUBLIC  
My Commission expires: 6/5/2015

