

\$150,000

**This instrument prepared without
examination of title by:**
Mary Thornton Taylor, Esquire
%5300 Cahaba River Road, Ste 200
Birmingham, Alabama 35243

Send tax notice to:
Cottages at Chesser Owners Assoc., Inc.
% Neighborhood Management, LLC
2700 Hwy 280, Ste 425W
Birmingham, Alabama 35223

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) **KNOW ALL PERSONS BY THESE PRESENTS:**
SHELBY COUNTY)

That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned **CHESSER DEVELOPMENT, LLC**, an Alabama limited liability company ("Grantor"), does by these presents grant, bargain, sell and convey unto **COTTAGES AT CHESSER OWNERS ASSOCIATION, INC.**, an Alabama not for profit corporation ("Grantee"), the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

LOT 96-A AS SHOWN ON
THE RESURVEY OF LOTS 96 & 97,
AMENDED MAP OF COTTAGES AT CHESSER PHASE II,
AS RECORDED IN MAP BOOK 42, PAGE 110
IN THE OFFICE OF THE JUDGE OF PROBATE
OF SHELBY COUNTY, ALABAMA
(the "Property")

The Property is conveyed subject to the following:


- (1) Ad valorem taxes due and payable October 1, 2012 and all subsequent years thereafter;
- (2) Fire district and library district assessments for 2012 and subsequent years not yet due and payable;
- (3) Easements, covenants, conditions, restrictions, rights of way and all matters of record;
- (4) The Cottages at Chesser Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20040511000248910 in the Probate Office of Shelby County, Alabama, as has been and may be further amended from time to time (which, together with all amendments thereto is the "Declaration"). Subject to the terms and provisions of the Declaration, which is incorporated herein by reference in its entirety, the Property conveyed hereby shall be owned and maintained by Grantee as "Common Area" as defined in the Declaration.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that the Property is conveyed in its current As-Is condition. Grantor shall not be liable for and Grantee hereby waives and releases and forever discharges Grantor, its officers, agents, employees, directors, shareholders, partners, contractors, subcontractors, mortgagees and each of their respective successors and assigns, for any and all liability, claims and causes of action of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of or arising out of any past, present or future soil, surface and/or subsurface conditions known or unknown (including, without limitation, radon, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property.


TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor **CHESSER DEVELOPMENT, LLC** has hereto set its signature and seal as of this 25th day of May, 2012.

CHESSER DEVELOPMENT, LLC., an Alabama limited liability company



William L. Thornton, III
Its Manager


20120525000185730 2/3 \$168.00
Shelby Cnty Judge of Probate, AL
05/25/2012 09:34:20 AM FILED/CERT

**ACKNOWLEDGEMENT, AGREEMENT AND
ACCEPTANCE:**

**COTTAGES AT CHESSER OWNERS
ASSOCIATION, INC.**

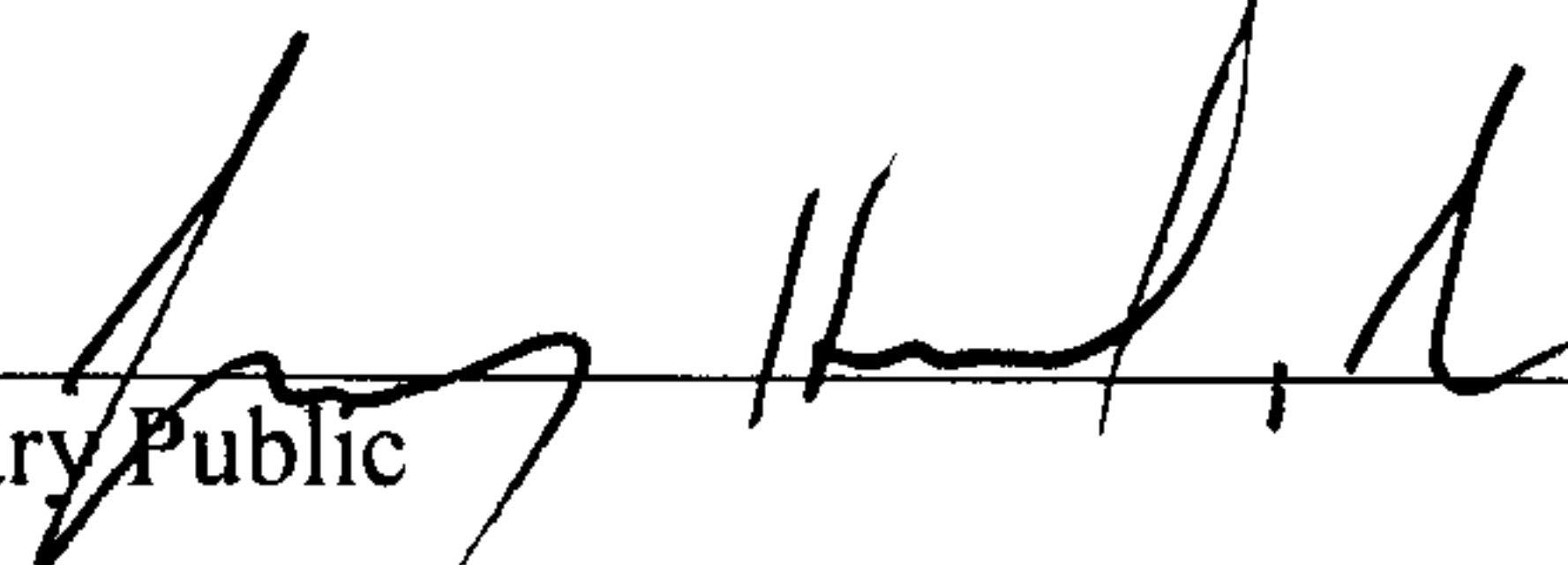
By: 

William L. Thornton, III
Its President

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 Manager of Chesser Development, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer 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 the 25th day of May, 2012.



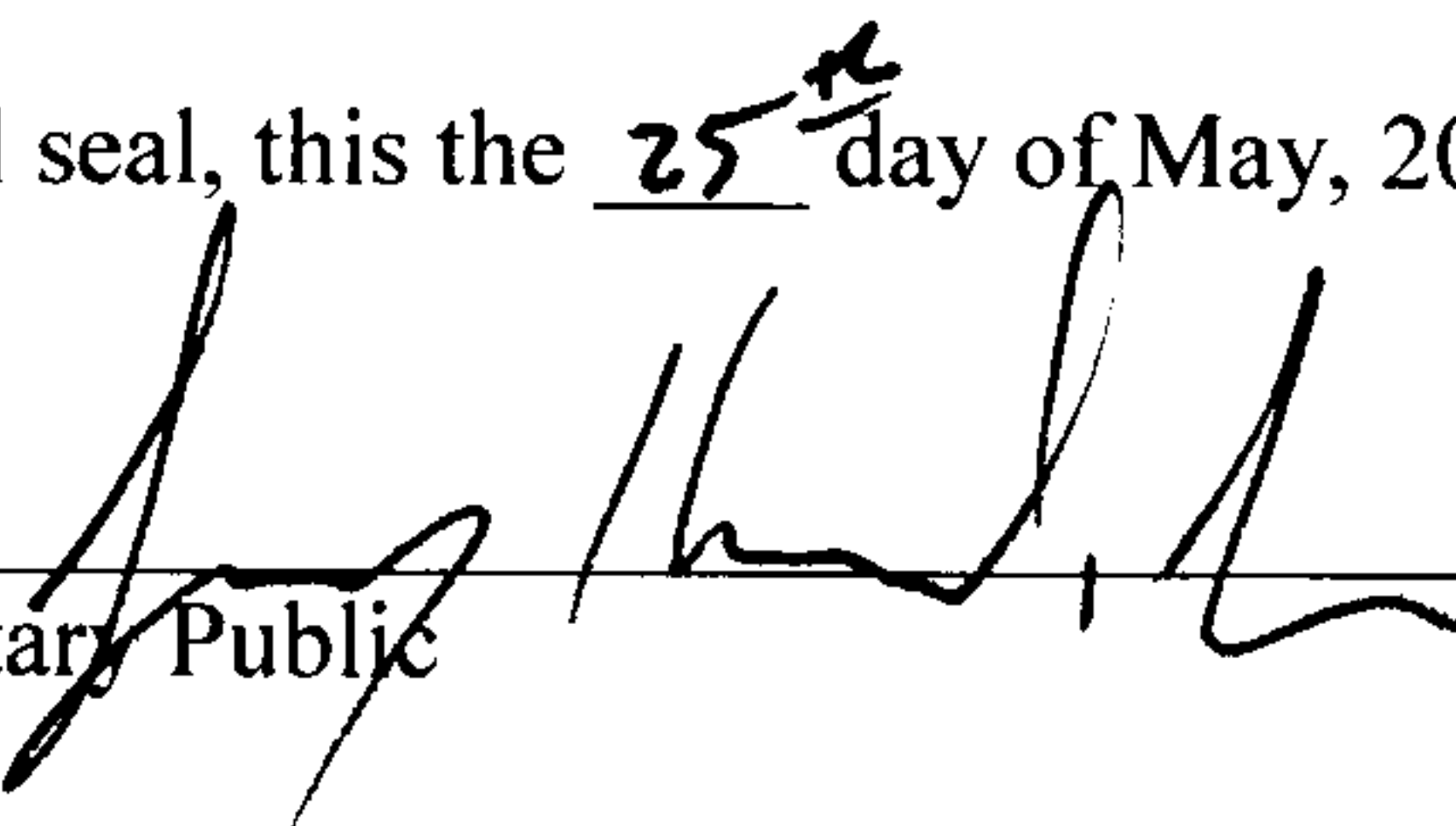
Notary Public

[SEAL]
My Commission Expires:
Nov. 7, 2015

STATE OF ALABAMA)
JEFFERSON COUNTY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III, whose name as President of COTTAGES AT CHESSER OWNERS ASSOCIATION, INC., an Alabama not for profit corporation, 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 25th day of May, 2012.



Notary Public

[SEAL]
My Commission Expires:
Nov. 7, 2015


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Shelby Cnty Judge of Probate, AL
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