

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

Send Tax Notice to:
Damien D. Givens and Katoya A. Givens
1013 Ashworth Drive
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Ninety Three Thousand Nine Hundred AND NO/100 Dollars (\$293,900.00) to the undersigned grantor, PARK HOMES, LLC., an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said PARK HOMES, LLC., an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto Damien D. Givens and Katoya A. Givens (hereinafter referred to as "Grantee", whether one or more), as joint tenants with the right of survivorship the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-92A, according to the Resurvey of Lots 1-91 thru 1-93, Chelsea Park, First Sector, Phase I and II, as recorded in Map Book 36, Page 87, 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 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 1st Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041026000590790, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

\$271,050.00 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) 35 Foot building setback line as shown by recorded plat.
- (3) Public utility easements as shown by recorded plat.
- (4) Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54, in said Probate Office.
- (5) Declaration of Easements and Master Protective Covenants, Agreements, Easements, Charges and Liens for Chelsea Park, as set out in instrument recorded in Real 194, Page 254 in Probate Office, along with Articles of Incorporation of Chelsea Park Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office, Supplemental Protective Covenants of Chelsea Park, as set out in Instrument #2000-00933 and in Map Book 28, Page 16, in said Probate Office.
- (6) Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 40, and by instrument to be recorded, along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 page 1 and 20 in said Probate Office.
- (7) Drainage Agreement between AmSouth Bank, N.A., as Ancillary trustee for NCNB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.
- (8) Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NCNB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125, Page 249 and Real 199, Page 18 in said Probate Office.
- (9) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 32, Page 48, Deed Book 111, Page 625, Deed Book 121, Page 294, and Deed Book 178, Page 529 in said Probate Office.


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Shelby Cnty Judge of Probate, AL
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Shelby County, AL 10/03/2012
State of Alabama
Deed Tax: \$23.00

(10) Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.

(11) Covenants releasing predecessors 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 survey of subdivision, recorded in Map Book 28, Page 17, in said Probate Office.

(12) Easement to Alabama Power Company as shown by instrument recorded in Real 207 Page 380 and Real 220 Pages 521 and 532, in said Probate Office.

(13) Subdivision restrictions shown on recorded plat in Map Book 28 page 136 to provide for construction of single family residences only.

(14) Agreement concerning Electric Service to NCNB/Chelsea Park and Alabama Power Company recorded in Real 306 Page 119 in said Probate Office.

(15) Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308, Page 1, Real 220, Page 339, and as Inst. #1992/14567, in said Probate Office.

(16) Restrictive Covenant & Agreement as set out in the Deed from NCNB National Bank of North Carolina to Chelsea Park Limited Partnership dated 10/12/93 and recorded as Inst. #1993/32511, in said Probate Office.

(17) Easement for sanitary sewer line and water lines as shown by instrument to be recorded, along with a deed and bill of sale by instrument to be recorded in said Probate Office.

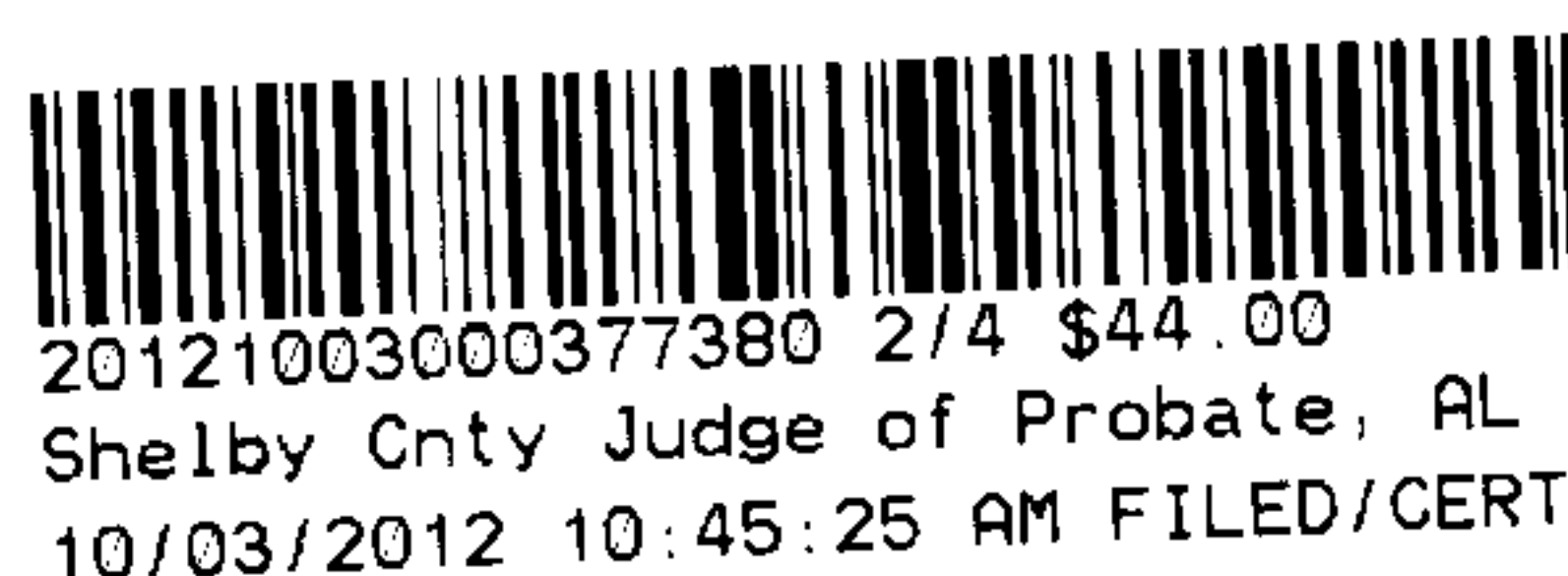
(18) Chelsea Park Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307 page 950 and Supplement in Inst. #1998-40199 in said Probate Office.

The Grantee understands and agrees that the Property will be subject to certain covenants for the benefit of The Water Works and Sewer Board of the City of Birmingham requiring the owners of surrounding property located in the Lake Purdy Watershed to establish and maintain a sedimentation and erosion control plan for storm water drainage on such property and to pay assessments to fund such obligations. Further, Grantee understands and agrees that Grantor has obtained from the Alabama Department of Environmental Management (ADEM) a General Permit for stormwater runoff from construction, excavation, land clearing, other land disturbance activities and associated areas to comply with the terms and conditions of said General Permit in the design and construction of improvements on the Property which shall include, without limitation, the preparation and implementation of a Best Management Practices Plan for structural and non-structural practices to prevent/minimize the discharge of all sources of pollution (i.e., sediment, trash, garbage, debris, oil, grease, chemicals, etc.) to State waters in stormwater run-off in accordance with the requirements of the General Permit.

Grantee shall indemnify and hold Grantor harmless for any loss or damage suffered by the Grantor as a result of Grantee's violation of or failure to comply with the terms, conditions and requirements of the General Permit. Further, if Purchaser shall be in violation of the General Permit, Grantor shall have the right after 10 days notice to take such corrective action as may reasonably be necessary to cure such violation and Grantee shall indemnify and hold Grantor harmless for any costs reasonably incurred in taking any such corrective action.

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 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, as joint tenants, with right of survivorship, their heirs and assigns, forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in the fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common. And said Grantor does for itself, its



successors and assigns covenant with said Grantees, their 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, their heirs, executors and assigns forever, against the lawful claims of all persons.

28th IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this day of September, 2012.

SELLER:
PARK HOMES, LLC
an Alabama Limited Liability Company

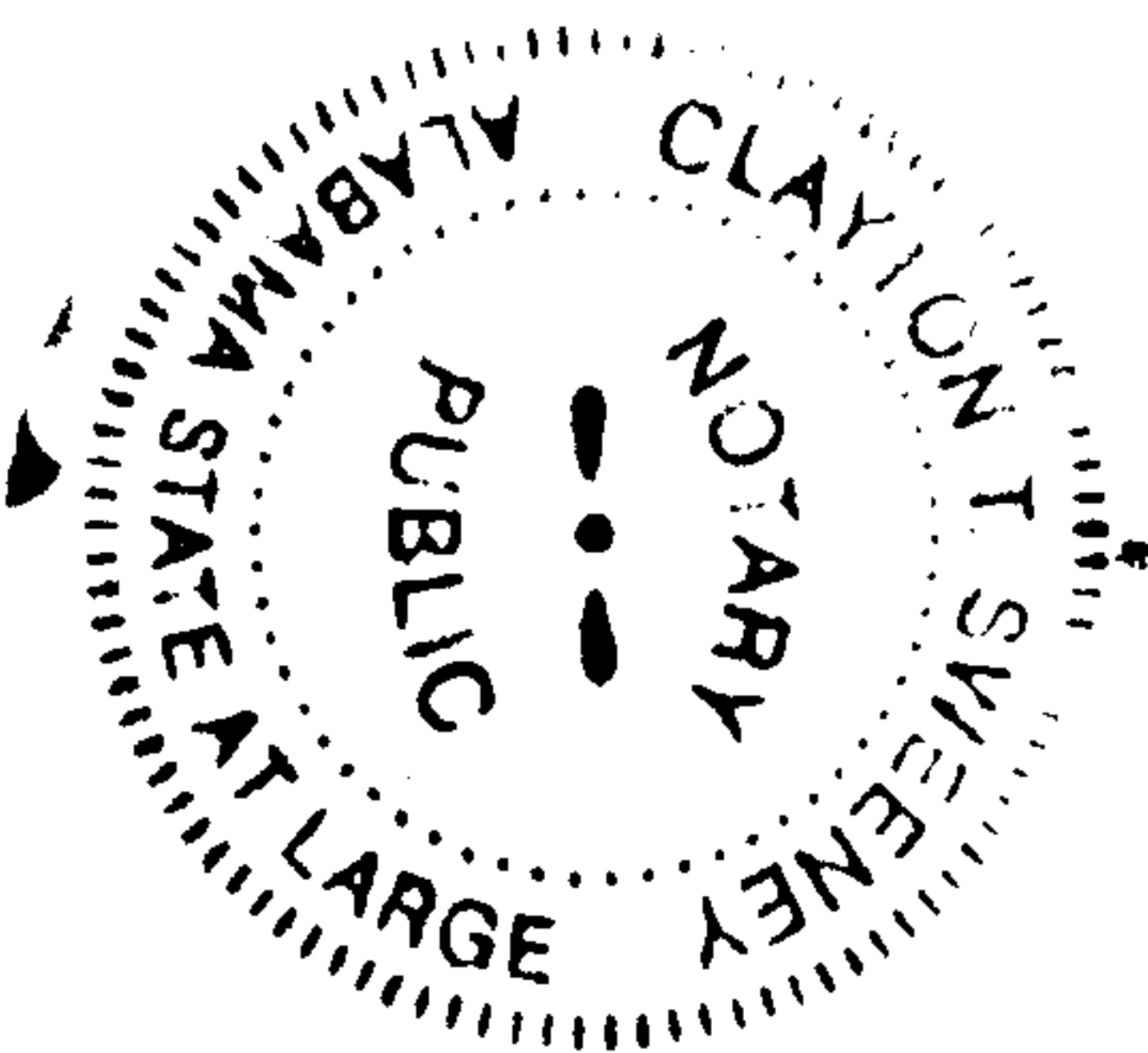
By: *Douglas D. Eddleman*
Douglas D. Eddleman,
Its Managing Member

Chelsea Park - 1st Sector
Lot 1-92A - Damien D. Givens and Katoya A. Givens

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 PARK 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 of office this the 28th day of September, 2012.



[Signature]
NOTARY PUBLIC
My Commission expires: 6/5/2015

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

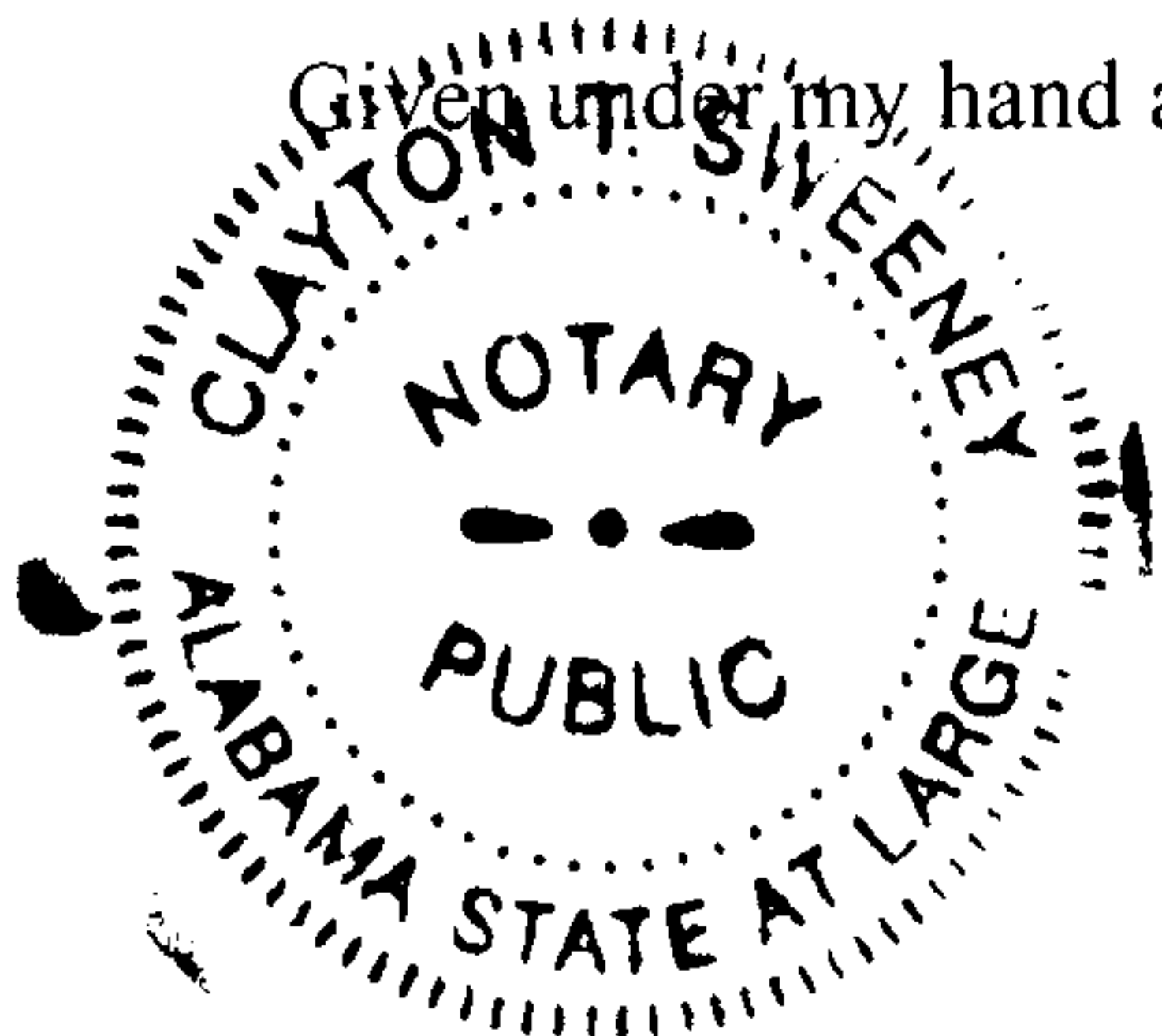

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Shelby Cnty Judge of Probate, AL
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[Signature]
Damien D. Givens
[Signature]
Katoya A. Givens

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Damien D. Givens and Katoya A. Givens, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of September, 2012.



[Signature]
NOTARY PUBLIC
My Commission expires: 6/5/2015

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Park Homes, LLC
 Mailing Address 2700 Highway 280 Suite 425
Birmingham, AL 35223

Grantee's Name Damien D. Givens and
Katoya A. Givens
 Mailing Address 1013 Ashworth Drive
Chelsea, AL 35043

Property Address 1013 Ashworth Drive
Chelsea, AL 35043

Date of Sale Septebmer 28, 2012
 Total Purchase Price \$ 293,900.00


or
 Actual Value \$

or
 Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other


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 Shelby Cnty Judge of Probate, AL
 10/03/2012 10:45:25 AM FILED/CERT

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Print Clayton T. Sweeney agent for Park Homes, LLC

Sign _____

Unattested _____

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-