

THIS INSTRUMENT PREPARED BY:

W. Harold Parrish, Jr.
Leitman, Siegal, Payne & Campbell, P.C.
420 North 20th Street, Suite 2000
Birmingham, Alabama 35203

SEND TAX BILL TO:

D.R. Horton, Inc. – Birmingham
3570 Grandview Parkway, Suite 100
Birmingham, AL 35243

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in hand paid to the undersigned grantor, **THORNTON NEW HOME SALES, INC.**, an Alabama corporation ("Grantor"), by **D.R. HORTON, INC. – BIRMINGHAM**, an Alabama corporation ("Grantee"), Grantor does hereby grant, bargain, sell and convey unto Grantee all of its right, title and interest in and to that certain real estate (the "Property") situated in Jefferson County, Alabama, to-wit:

Lot 96, according to the Survey of Chelsea Station, as recorded in Map Book 38, page 109, 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").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns, forever.



20121116000441100 1/4 \$49.00
Shelby Cnty Judge of Probate, AL
11/16/2012 03:42:31 PM FILED/CERT

Shelby County, AL 11/16/2012
State of Alabama
Deed Tax: \$28.00

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed on this the 14th day of November, 2012.

GRANTOR:

THORNTON NEW HOME SALES, INC.
an Alabama corporation

By: [Signature]
William L. Thornton, III
Title: Chief Executive Officer

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 14th day of November, 2012.

[Signature]
Notary Public
My Commission Expires: _____

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




20121116000441100 2/4 \$49.00
Shelby Cnty Judge of Probate, AL
11/16/2012 03:42:31 PM FILED/CERT

EXHIBIT "A"

PERMITTED ENCUMBRANCES

1. All taxes for the year 2013 and subsequent years, not yet due and payable.
2. Building lines, easements and restrictions as shown on the Survey of Chelsea Station, as recorded in Map Book 38, page 109, in the Probate Office of Shelby County, Alabama.
3. Sanitary Sewer Agreement between Double Oak Water Reclamation, Inc. and Chelsea Station, LLC as recorded in Instrument 20060816000399780, in the Probate Office of Shelby County, Alabama, as affected by Partial Termination of Sewer Service Agreement, between Double Oak Water Reclamation, Inc. and First Commercial Bank, a division of Synovus Bank, as recorded in Instrument 20110509000139430, in the Probate Office of Shelby County, Alabama.
4. Mineral and mining rights and rights incident thereto recorded in Shelby Real 45, Page 303, in the Probate Office of Shelby County, Alabama.
5. Easement to Alabama Power Company recorded in Instrument 20070418000180100, in the Probate Office of Shelby County, Alabama.
6. Restrictive Covenants appearing of record in Instrument 20070829000407640, 1st Amendment in Instrument 20100430000132190, 2nd Amendment recorded in Instrument 20101008000335460, and 3rd Amendment recorded in Instrument 20120606000198470, in the Probate Office of Shelby County, Alabama.
7. Rights, Easements, Covenants and Restrictions to Alabama Power Company by instrument dated September 21, 1987 as referenced in Instrument 1994-36503 In the Probate Office of Shelby County, Alabama.
8. Perpetual Non-exclusive easement for ingress/egress recorded in Instrument 1994-36503 in the Probate Office of Shelby County, Alabama.
9. Assignment and Assumption of Developers Rights recorded in Instrument 20120814000300900 in the Probate Office of Shelby County, Alabama.
10. Memorandum of Sewer Service Agreement regarding Chelsea Station recorded in Instrument 20121102000422210 in the Probate Office of Shelby County, Alabama.


20121116000441100 3/4 \$49.00
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Real Estate Sales Validation Form

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

Grantor's Name Thornton New Home Sales, Inc.
Mailing Address 5300 Cahaba River Rd, Ste 200
Birmingham, Alabama 35243

Grantee's Name D.R. Horton, Inc. - Birmingham
Mailing Address 3570 Grandview Parkway
Birmingham, Alabama 35243

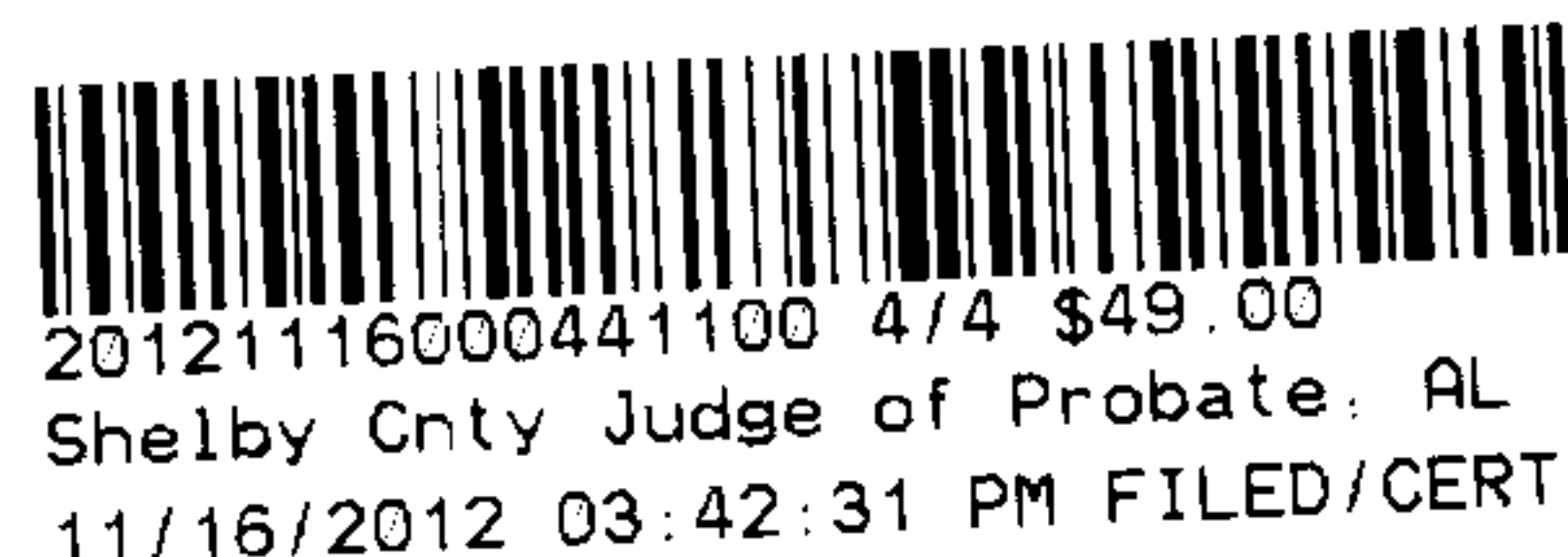
Property Address Lot 96 on Chelsea Station Circle
Chelsea Station Subdivision
Chelsea, Alabama 35042
(unimproved residential lot)

Date of Sale November 15, 2012
Total Purchase Price \$28,000.00
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
 X Closing Statement

 Appraisal
 Other



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: November 15, 2012

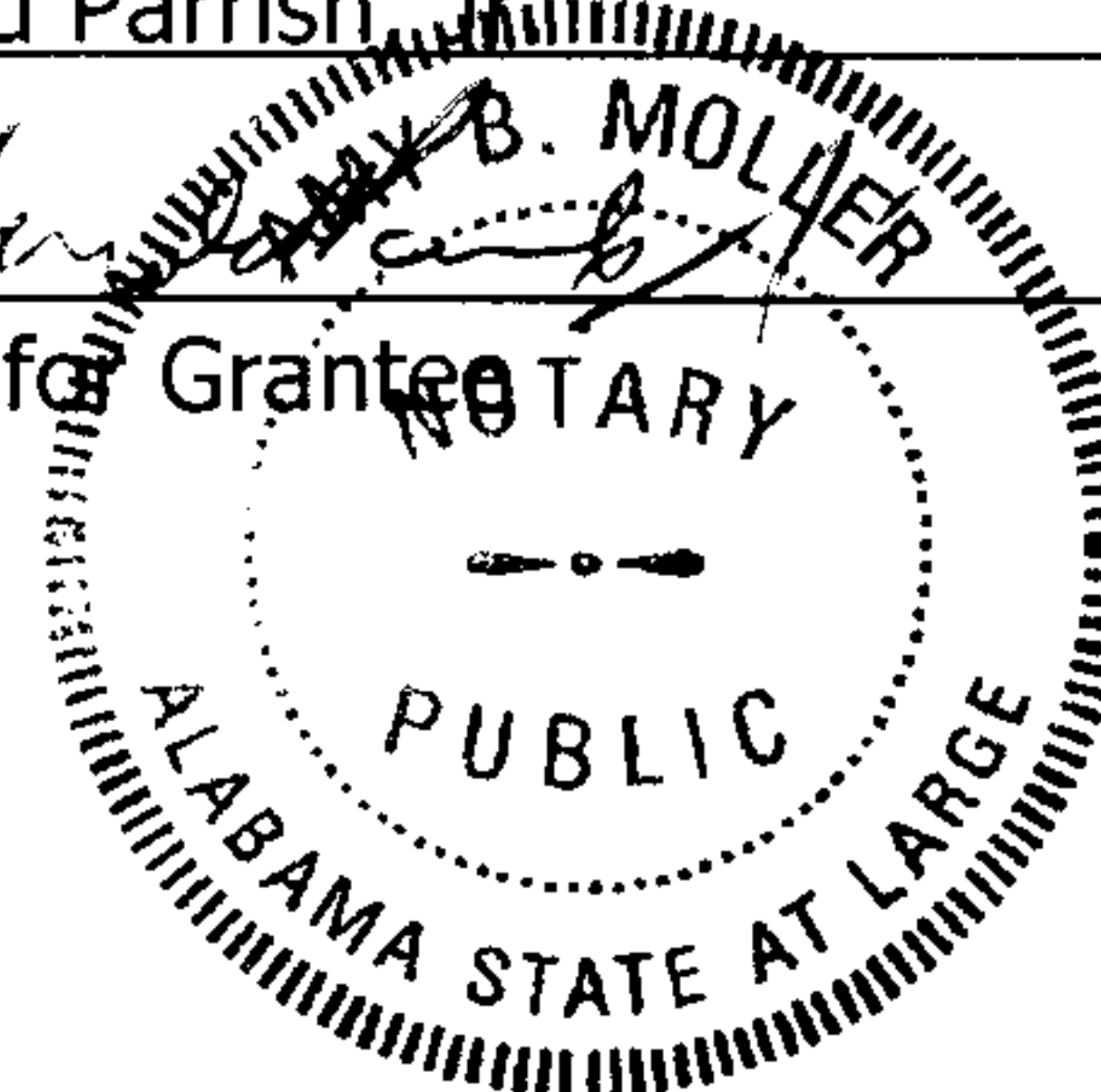
Print: W. Harold Parrish, Jr.
Sign: [Signature]
Attorney for Grantee

STATE OF ALABAMA
COUNTY OF JEFFERSON

Subscribed, and sworn to before me this 15 day of November, 2012.

[Signature] Notary Public

My Commission Expires: 12/12/15



Form RT-1