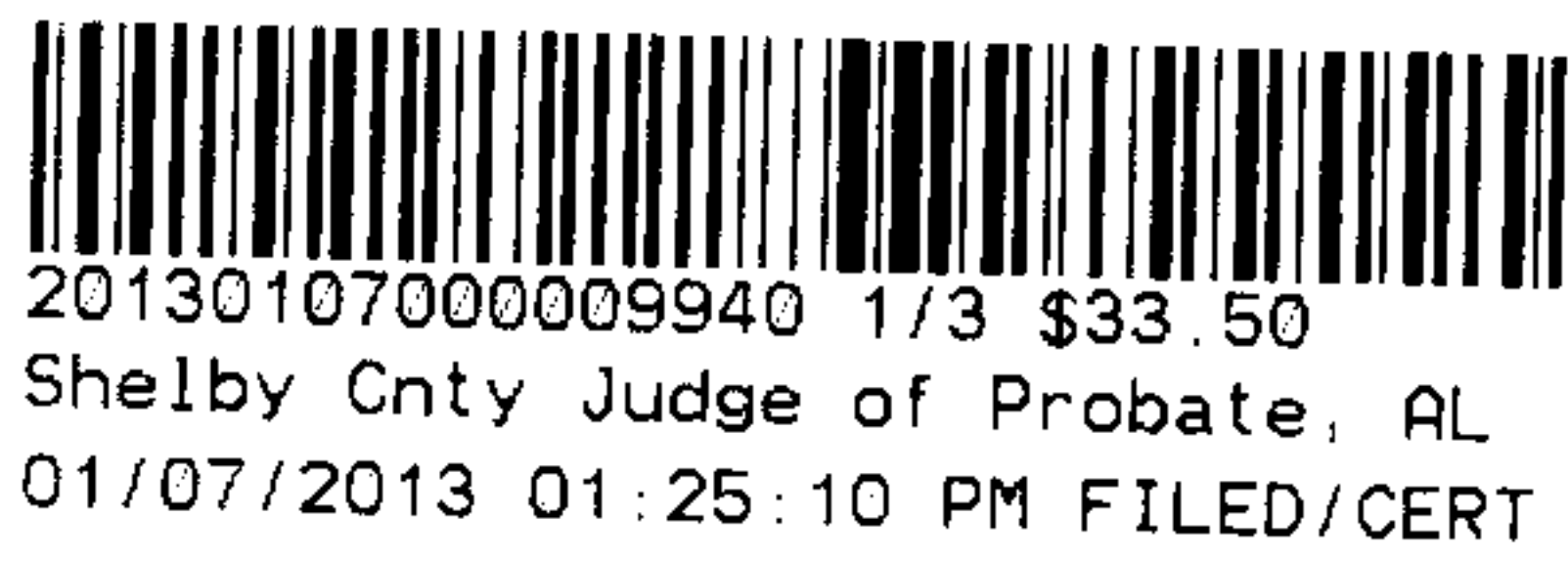


1211687
This instrument was prepared by
Shannon E. Price, Esq.
P. O. Box 19144
Birmingham, AL 35219

SEND TAX NOTICE TO:
Daniel H. Bittner and Tiffany S. Bittner
1063 Kingston Road
Chelsea, Alabama 35043



CORPORATION FORM WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Jefferson

That in consideration of **Three Hundred Three Thousand dollars & no cents (\$303,000.00)**
To the undersigned grantor, **Murphy Home Builders, LLC** a limited liability company,(herein referred to as GRANTOR), in hand paid by the GRANTEES
herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto **Daniel H. Bittner and
Tiffany S. Bittner, husband and wife** (herein referred to as GRANTEES), as joint tenants, with right of survivorship, the following described real estate,
situated in **Shelby** County, Alabama, towit:

LOT 1-70, ACCORDING TO THE MAP AND SURVEY OF CHELSEA PARK, FIRST SECTOR, PHASE I &
PHASE II, AS RECORDED IN MAP BOOK 34, PAGE 21 A & B, 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").

Subject to: (1) Taxes for the year 2013 and subsequent years (2) Easements, Restrictions, reservations, rights-of-way, limitations, covenants
and conditions of record, if any (3) Mineral and mining rights, if any.

\$287,850.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

Subject to:

- 1.) Taxes for the year 2013 and subsequent years, not yet due and payable
- 2.) 10' easement on the southerly and southeasterly sides as shown on recorded Map Book 34, Page 21 A&B.
- 3.) Protective Covenants and Easement recorded in Instrument 20041014000566950 and Instrument 20041026000590790.
- 4.) Conservation Easement and Declaration of Restrictions recorded in Instrument 20041228000703990.
- 5.) Declaration of Protective Covenants for the "Watershed Property" and Chelsea Park, 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.
- 6.) Articles of Incorporation of Chelsea Park Homeowners Association, Inc., as recorded in Real 194, Page 281 and By-Laws of Association, Inc., as recorded in Real 194, Page 287 along with Supplemental Protective Covenants being amended in Real 263, Page 604; Instrument 2000-00933 and in Map Book 28, Page 16.
- 7.) Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 40.
- 8.) Sanitary Sewer Lines and Water Lines as set out in Real 194, Pages 1-20.
- 9.) 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 Associated, as set out in Instrument dated April 14, 1987 in Real 125, Page 238.
- 10.) Reciprocal Easement 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 in Real 125, Page 249 and Real 199, Page 188.
- 11.) Restrictive covenants regarding underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995.
- 12.) 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.
- 13.) Easement to Alabama Power Company recorded in Real 207, Page 380 and Real 220, Pages 521 and 532.
- 14.) Agreement concerning Electric Service to NCNB/Chelsea Park and Alabama Power Company recorded in Real 306, Page 119.
- 15.) Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Book 308, Page 1; Real 220, Page 339 and Instrument 1992-14567 in the Probate Office of Shelby

CORPORATION FORM WARRANTY DEED,
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Shelby County, AL 01/07/2013
State of Alabama
Deed Tax: \$15.50

MKB

County, Alabama.
16.) Restrictive covenants & Agreement from NCNB National Bank of North Carolina to Chelsea Park Limited Partnership dated 10-12-93 in Instrument 1993-32511.
17.) Chelsea Park Common Property Declaration of Covenants, Conditions and Restrictions, as set out in Real 307, Page 950 and Supplement in Instrument 1998-40199.
18.) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Book 32, Page 48; Deed Book 111, Page 625; Deed Book 121, Page 294 and Deed Book 178, Page 529.

TO HAVE AND TO HOLD Unto 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 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 the said **GRANTEES**, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has a 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.

IN WITNESS WHEREOF, the said GRANTOR, by its **Member**, who is authorized to execute this conveyance, has hereto set its signature and seal, this December 7, 2012.

Murphy Home Builders, LLC

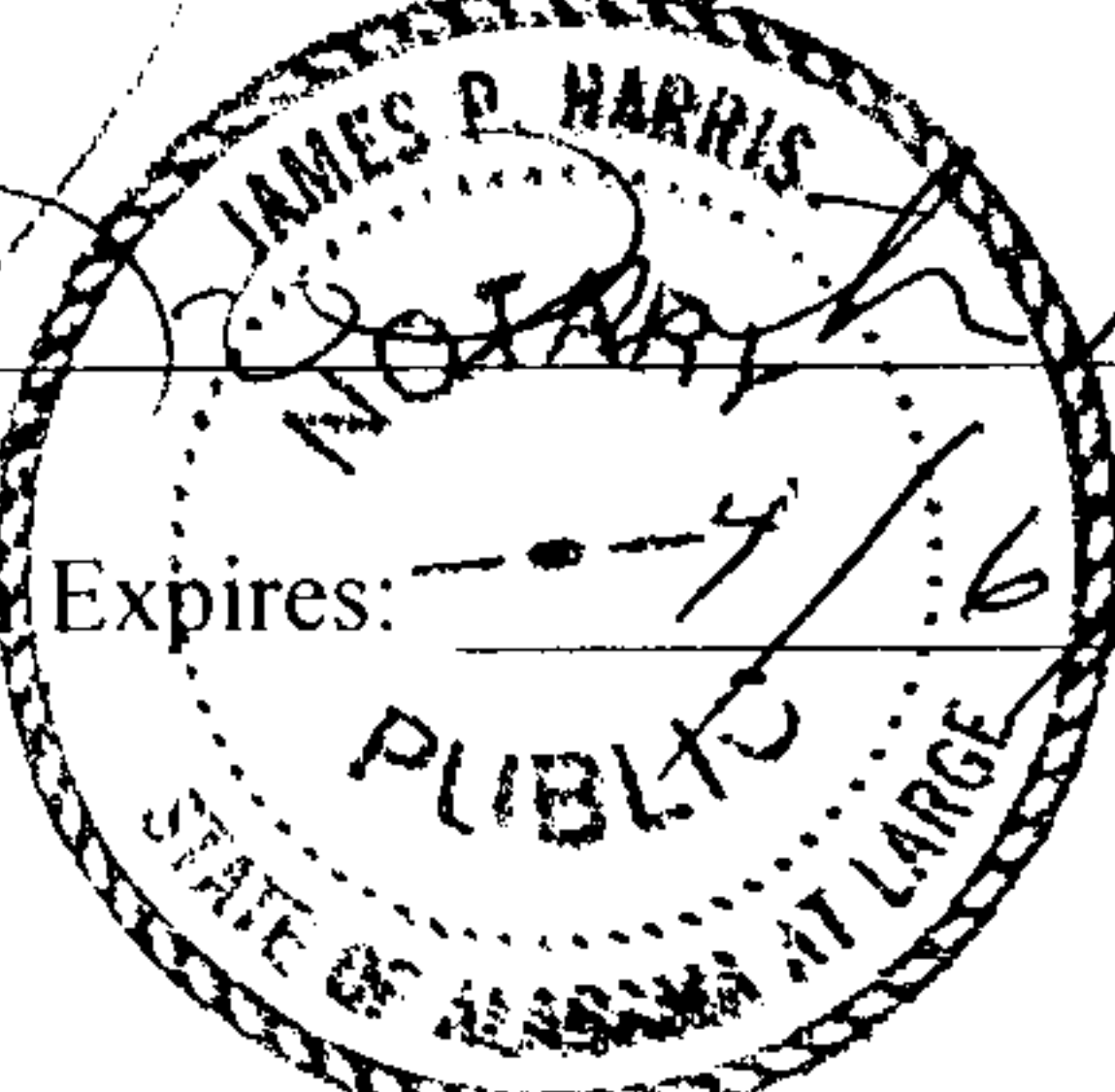
By: Michael K. Murphy
Michael Kyle Murphy, Member

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Michael Kyle Murphy** whose name as **Member**, of **Murphy Home Builders, LLC**, a limited liability company, 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 limited liability company.

Given under my hand and official seal this 7th day of December, 2012.

Notary Public. _____ (Seal)
My Commission Expires: 4/6/2014



20130107000009940 2/3 \$33.50
Shelby Cnty Judge of Probate, AL
01/07/2013 01:25:10 PM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name Murphy Home Builders, LLC

Grantee's Name Daniel H. Bittner
Tiffany S. Bittner

Mailing Address 2017 Kingston Court
Chelsea, Alabama 35043

Mailing Address 1063 Kingston Road
Chelsea, Alabama 35043

Property Address 1063 Kingston Road
Chelsea, Alabama 35043

Date of Sale December 07, 2012
Total Purchase Price \$303,000.00

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
 X Sales Contract
 Closing Statement

 Appraisal
 Other



20130107000009940 3/3 \$33.50
Shelby Cnty Judge of Probate, AL
01/07/2013 01:25:10 PM 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 of 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 December 20, 2012

Print Murphy Home Builders, LLC

Sign Michael K. Murphy
(Grantor/Grantee/Owner/Agent) circle one

 Unattested

(Signature)
(verified by)