



20150421000128470 1/4 \$24.00
 Shelby Cnty Judge of Probate, AL
 04/21/2015 09:37:43 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Jeremy L. Retherford
 BALCH & BINGHAM LLP
 1901 Sixth Avenue North, Suite 1500
 Birmingham, Alabama 35203

SEND TAX NOTICE TO:

Chelsea Clinic Partners, LLC
12810 Oak Grove Rd.
BIRMINGHAM, AL 35209

104 Chelsea Point Drive
Chelsea, AL 35043

STATUTORY WARRANTY DEED

STATE OF ALABAMA

)

)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

)

THAT FOR AND IN CONSIDERATION OF Nine Hundred Thousand Dollars (\$900,000.00) and other good and valuable consideration in hand paid to **CADENCE BANK, N.A.**, a national banking association (the “Grantor”) by **CHELSEA CLINIC PARTNERS, LLC** (the “Grantee”), the receipt and sufficiency of which are acknowledged hereby, Grantor does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto Grantee the real estate situated in Shelby County, Alabama and more particularly described in **Exhibit “A”** attached hereto together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE IS SUBJECT, HOWEVER, to the following:

1. Current ad valorem taxes.
2. Mineral and mining rights not owned by Grantor.
3. Easements of record, recorded restrictions, rights-of-way, agreements and other matters of record.
4. Matters that would be revealed by an accurate survey of the Property or that may be shown on any recorded map or plat of the Property.
5. Any applicable zoning, subdivision or other land use ordinances, laws or regulations.
6. The Property is conveyed “As is” and “where is”, with all faults and specifically and expressly without any warranties, representations, or guaranties of any kind, oral or written, express or implied, other than statutory warranties of title, concerning the Property or this conveyance from or on behalf of Grantor.
7. To the maximum extent permitted by law, Grantor makes no representations, warranties or guarantees of any kind, oral or written, express or implied concerning the Property or the title to the Property, other than statutory warranties of title, including, without limitation, (i) the profitability, suitability or fitness of

the Property for a particular use or purpose, (ii) the manner or quality of the construction or materials incorporated into the improvements, if any, on the Property, (iii) the manner of repair, quality, state of repair, or lack of repair of the Property, and (iv) the availability of utilities and access of the Property to public roads.

8. To the maximum extent permitted by law, Grantor makes no representations or warranties with regard to compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders or requirements, including but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 2261, or hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1990, as amended, and regulations promulgated thereunder.
9. Grantor is not liable or bound in any manner by any verbal or written statement, representations or information pertaining to the Property furnished by any broker, agent, employee, servant, or other person.
10. Grantor shall not be liable to the Grantee for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort, or negligence or in any other manner arising from the transactions contemplated by this conveyance.

TO HAVE AND TO HOLD to the Grantee and Grantee's heirs, successors and assigns forever;

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by Grantor's duly authorized representative this 15th day of April, 2015.

[signature page follows]

GRANTOR:

CADENCE BANK, N.A.



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By: Cindy Bush

(Printed Name): Cindy Bush

Its: VP Special Assets

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cindy Bush, whose name as VP Special Assets of Cadence Bank, N.A. 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 the instrument, he/she, as such VP Special Assets and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 25th day of April, 2015.

Janice A. Mosley
Notary Public
My commission expires: 3-7-18

[NOTARIAL SEAL]



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EXHIBIT A

Lot 1, according to the Amended Map of Chelsea Pointe, as recorded in Map Book 38, Page 146 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.