


Send tax notice to:
Andrei Fana
1093 Dunsmore Drive
Chelsea, Alabama 35043

This Instrument Prepared By:
Kay O. Wilburn, Esq.
Dominick Feld Hyde, P.C.
1130 22nd Street South
Ridge Park, Suite 4000
Birmingham, Alabama 35205


20150924000334540 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
09/24/2015 10:59:26 AM FILED/CERT

THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE PARTIES HERETO. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED OF DOMINICK FELD HYDE, P.C. BY EITHER GRANTOR OR GRANTEE, AND NONE WAS CONDUCTED AND/OR RENDERED. THIS INSTRUMENT MEETS THE REQUIREMENTS OF SECTION 40-22-1, CODE OF ALABAMA 1975, AS AMENDED (ALSO KNOWN AS ACT 2012-494).

PERSONAL REPRESENTATIVE'S DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That in consideration of the terms of the Last Will and Testament of Judy Nita Merritt, deceased, the undersigned Grantor, Philip H. Guinn, in his capacity as Personal Representative of the Estate of said decedent, whose mailing address is 455 Eagle Pointe Drive, Pell City, Alabama 35128, with the general authority to execute conveyances conferred upon the Personal Representative and pursuant to the terms of the Last Will and Testament of said decedent, does grant, bargain, sell and convey unto Andrei Fana (hereinafter referred to as "Grantee" and said Grantee being the devisee pursuant to the terms of the said decedent's Will, of the property hereinafter described), whose mailing address is 1093 Dunsmore Drive, Chelsea, Alabama 35043, all of said decedent's interest in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 1-110A, according to a Resurvey of Lots 1-107 and 1-109 through 1-113, Chelsea Park, First Sector, Phase IV, as recorded in Map Book 39, Page 46, in the Office of the Judge of Probate 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").

SOURCE OF TITLE: Deed Instrument No. 20140507000136580

Property Address: 1093 Dunsmore Drive, Chelsea, AL 35043
Assessor's Market Value \$348,300

This conveyance is exempt from deed tax as the property passed pursuant to said decedent's Will.



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This conveyance is made subject to the following:

1. The lien for ad valorem taxes due in the current year or any subsequent year but not yet payable.
2. Building and setback lines as shown by recorded plat in said Probate Office.
3. Public utility easements as shown by recorded plat.
4. Restrictions as noted on Map Book 36, Page 24 and Map Book 39, Page 46 in said Probate Office.
5. Covenants, conditions and restrictions (deleting therefrom, and 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 Instrument No. 20041014000566950, Instrument No. 20041026000590790 and Instrument No. 20060605000263850 in said Probate Office.
6. Easement agreement as recorded in Instrument No. 20040816000457750 in said Probate Office.
7. Conservation easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990; Instrument No. 20031222000822880; Instrument No. 20041228000703980 and in Instrument No. 20041228000703970 in said Probate Office.
8. Articles of Incorporation of The Chelsea Park Improvement District One, as recorded in Instrument No. 20041223000699620 and notice of final assessment of District One as recorded in Instrument No. 20050209000065520 in said Probate Office.
9. Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 112, Page 111 in said Probate Office.
10. Easement as recorded in Instrument No. 20040120000033550 in said Probate Office.
11. 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 Deed Book 244, Page 587, Instrument No. 1997-9552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341 in said Probate Office.
12. Release of damages as recorded in Instrument No. 20040922000521690 in said Probate Office.
13. Covenants releasing predecessor 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 instruments recorded in Instrument No. 20040922000521690 in said Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
14. Right of way easement as recorded in Instrument No. 2000-4454 in said Probate Office.
15. Easement as recorded in Deed Book 283, Page 716; Deed Book 223, Page 823; Deed Book 253, Page 324 and Deed Book 227, Page 637 in said Probate Office.
16. Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20050203000056200 in said Probate Office.
17. Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210 in said Probate Office.
18. Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 in said Probate Office.
19. Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460 in said Probate Office.
20. Conservation easement and restrictive covenants as recorded in Instrument No. 20031222000822880; Instrument No. 20041228000703980 and Instrument No. 20041228000703990 in said Probate Office.
21. Right of way to BellSouth as recorded in Instrument No. 20050923000496730 in said Probate Office.
22. Restrictive covenants and grant of land easement in favor of Alabama Power Company as recorded in Instrument No. 20051031000564110 in said Probate Office.

23. Easement to Level 3 Communications, LLC as recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671 in said Probate Office.

24. Easement Agreement between Chelsea Park Investments, LLC, Chelsea Park, Inc. and Chelsea Park Properties, Ltd. as set out in Instrument No. 20040816000457750 in said Probate Office.

25. Articles of Incorporation of Chelsea Park Residential 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.

26. Memorandum of Sewer Service Agreements Regarding Chelsea Park with Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750 in said Probate Office.

27. All other easements, liens, encumbrances, restrictions, rights-of-way, any reservations of mineral rights, and other matters of record in the Probate Office of Shelby County, Alabama, together with any deficiencies in quantity of land, easements, discrepancies as to boundary lines, overlaps, etc., which would be disclosed by a true and accurate survey of the property conveyed herein.

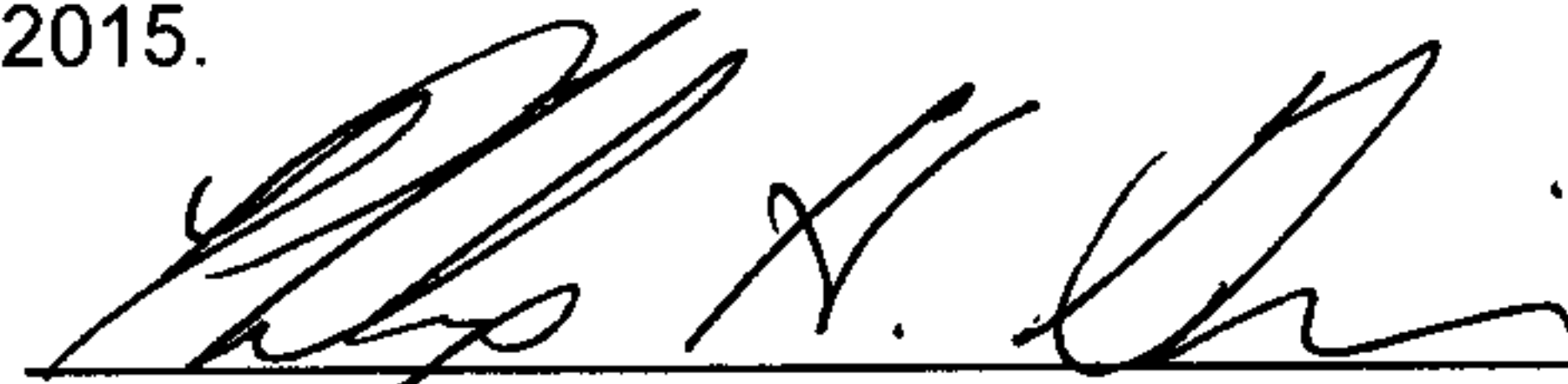
TO HAVE AND TO HOLD to said Grantee, his heirs and assigns forever.

The said decedent's Will dated August 27, 2014, was admitted to record in the Probate Court of Shelby County, Alabama, Case No. PR-2014-000779. Said Court issued Letters Testamentary to the Personal Representative on March 3, 2015.

The Grantor attests, to the best of the Grantor's knowledge and belief that the information contained in this document is true and accurate. The Grantor further understands that any false statements claimed may result in the imposition of the penalty indicated in Code of Alabama §40-22-1(h).

This instrument is executed by the Grantor solely in his representative capacity named herein, and neither this instrument nor anything contained herein shall be construed as creating any indebtedness or obligation on the part of the Grantor in his individual capacity, and the liability of the Grantor is expressly limited to his representative capacity named herein.

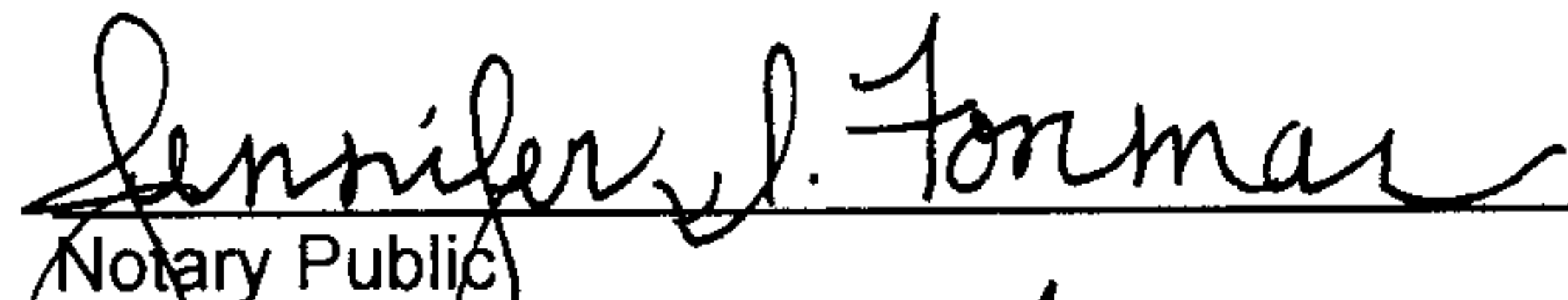
15th **IN WITNESS WHEREOF**, the Grantor has hereunto set his hand and seal this day of SEPTEMBER, 2015.



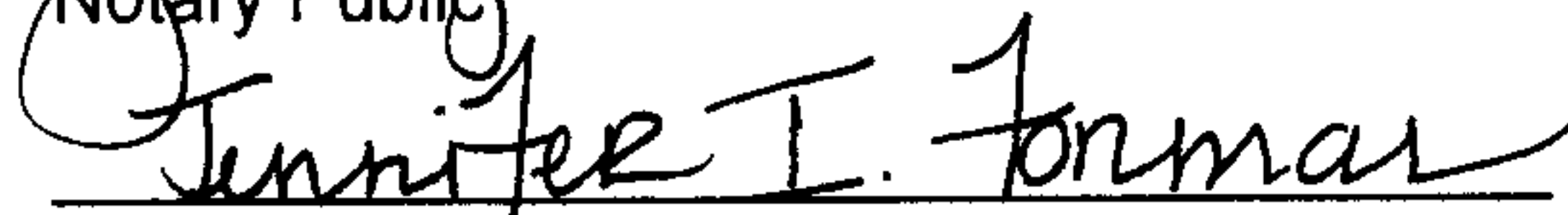
Philip H. Guinn, as Personal Representative of the Estate of Judy Nita Merritt, deceased

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that Philip H. Guinn, whose name as Personal Representative of the Estate of Judy Nita Merritt, deceased, 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, in his capacity as Personal Representative and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of September, 2015.

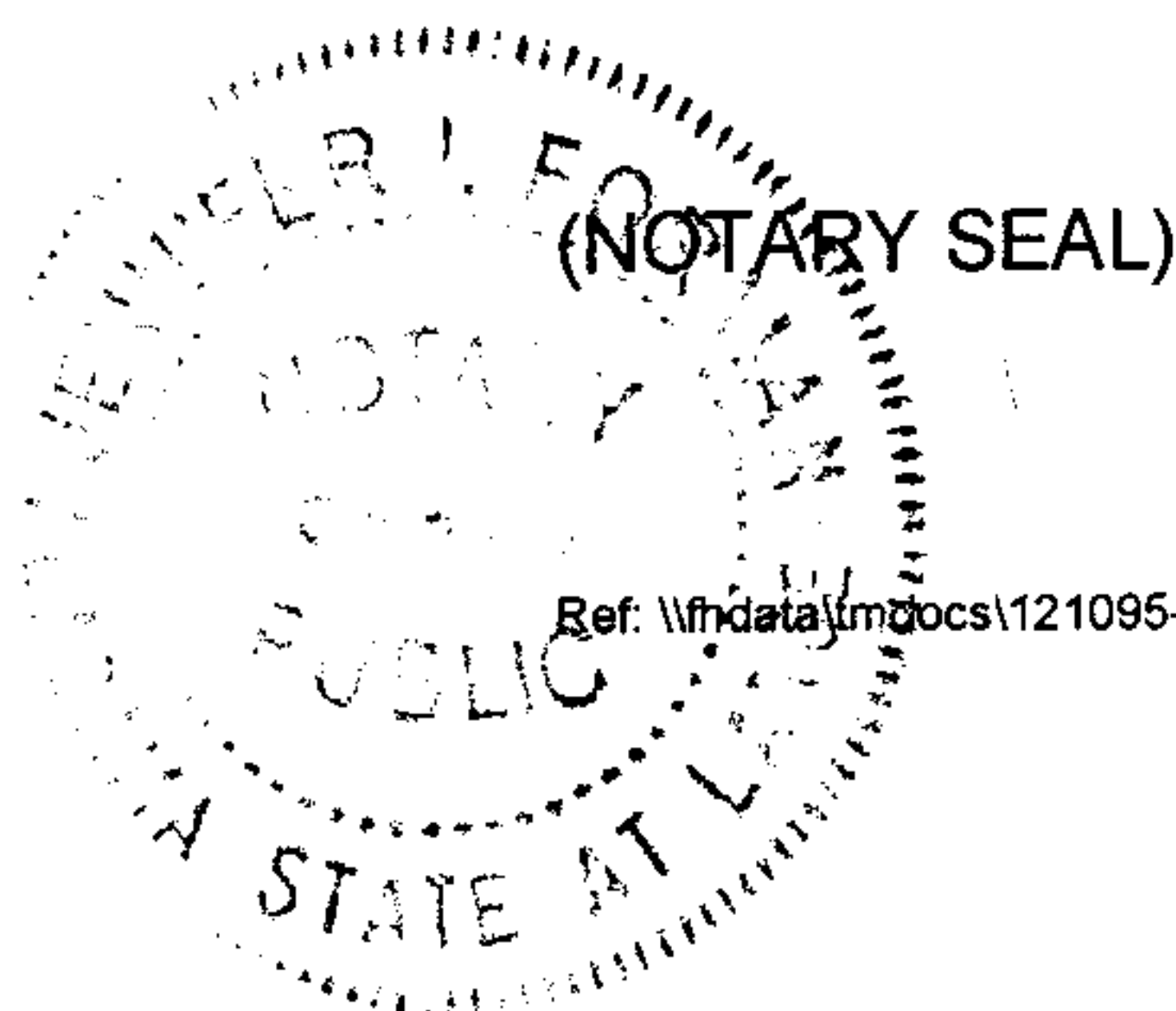


Notary Public



Printed Name

My Commission Expires: 10/7/18



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