

**THIS INSTRUMENT PREPARED BY:**

Phillip G. Stutts  
Leitman, Siegal & Payne, P.C.  
420 North 20th Street, Suite 2000  
Birmingham, Alabama 35203

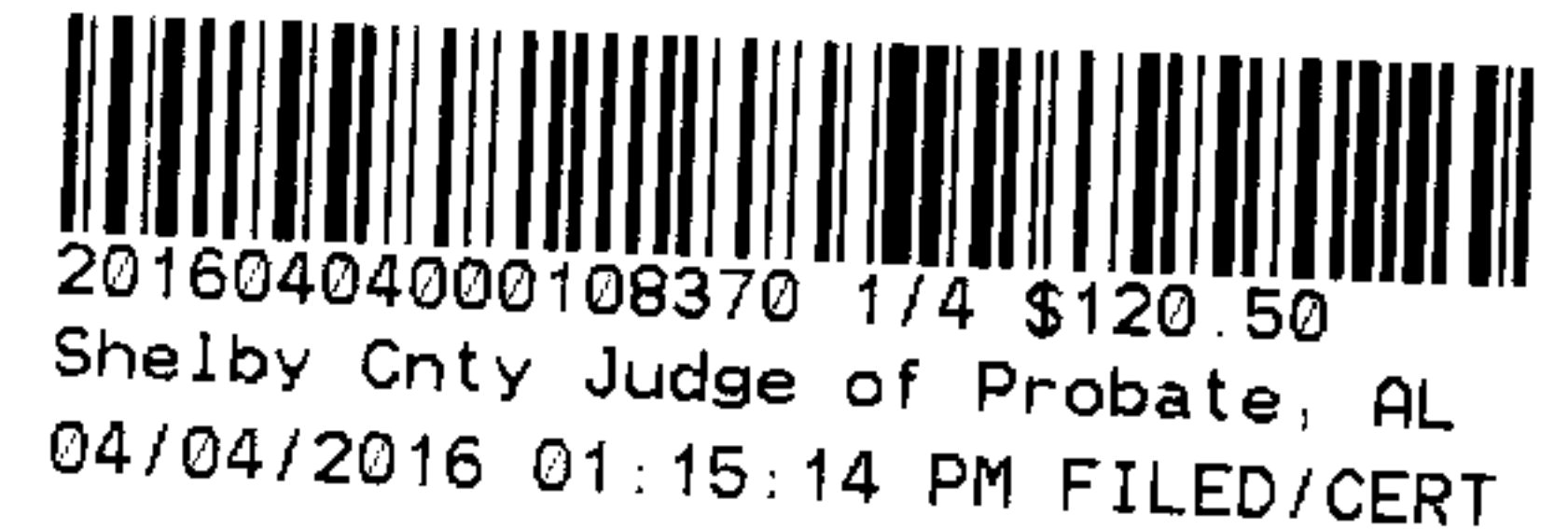
**SEND TAX BILL TO:**

D.R. Horton, Inc. – Birmingham  
2188 Parkway Lake Drive  
Hoover, AL 35244

**STATUTORY WARRANTY DEED**

STATE OF ALABAMA        )

SHELBY COUNTY            )



KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in hand paid to the undersigned grantor, **CHESSER DEVELOPMENT LLC**, an Alabama limited liability company ("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 Shelby County, Alabama, to-wit:

Lots 136, 154 & 156, according to the Amended Map of Cottages at Chesser Phase II, recorded in Map Book 38, page 49, in the Office of the Judge of Probate Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Cottages at Chesser as recorded in Instrument 20040511000248910, First Amendment to Declaration as recorded in Instrument 20091008000381600, and the Second Amendment to Declaration as recorded in Instrument 20120124000028010 in the Probate Office of Shelby County, Alabama, as may be amended from time to time (which together with all amendments thereto, is hereinafter referred to as the "Declaration").

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.

Shelby County, AL 04/04/2016  
State of Alabama  
Deed Tax: \$97.50

IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed on this the 31<sup>st</sup> day of March, 2016.

**GRANTOR:**

**CHESSER DEVELOPMENT, LLC,**  
an Alabama limited liability company

By: Thornton, Inc.  
Its: Member

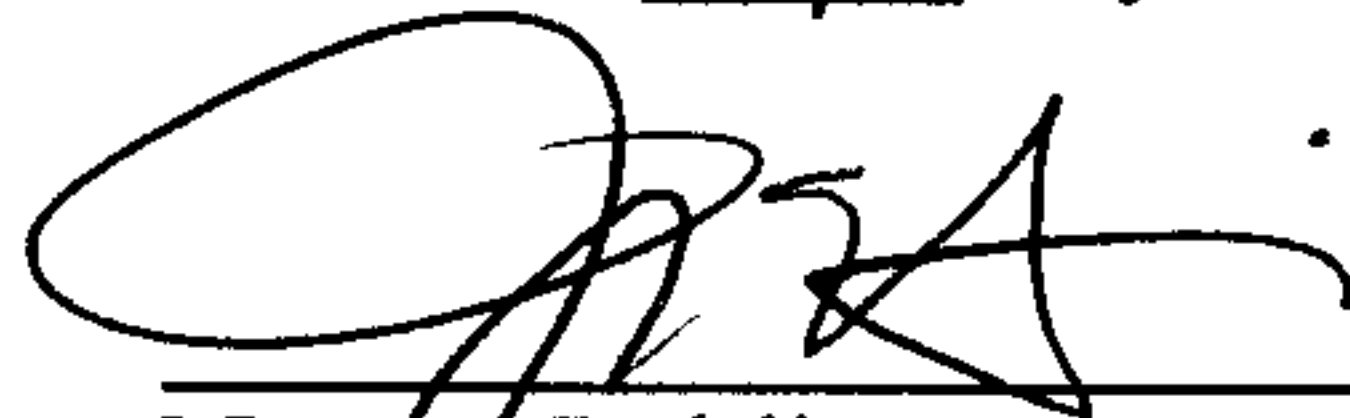
By:   
Lauren E. Thornton  
Title: Vice President

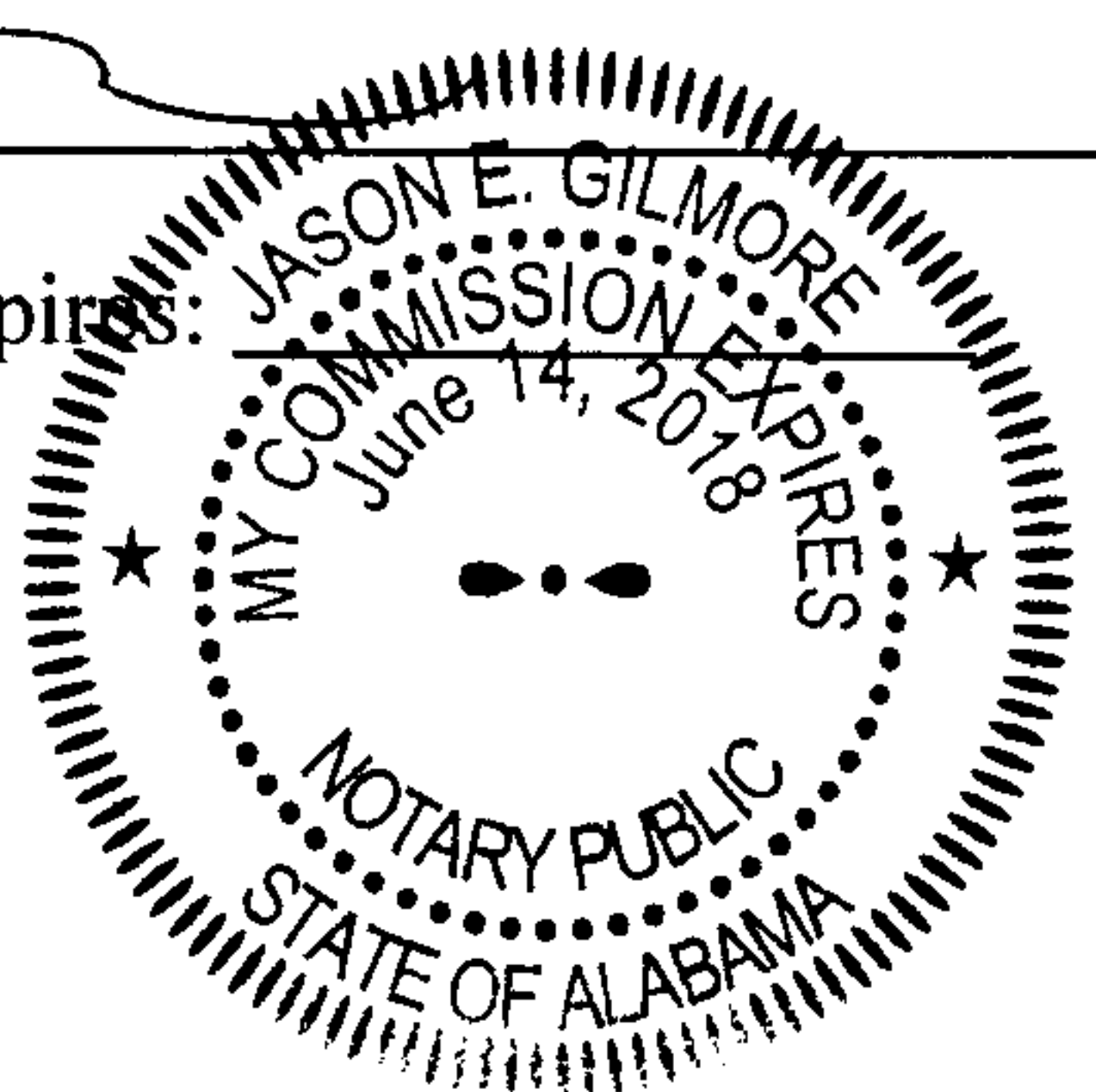
STATE OF ALABAMA      )

COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lauren E. Thornton, whose name as Vice President of Thornton, Inc., Member of **CHESSER DEVELOPMENT, LLC**, an Alabama 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 the 31<sup>st</sup> day of March, 2016.

  
Notary Public  
My Commission Expires: June 14, 2018

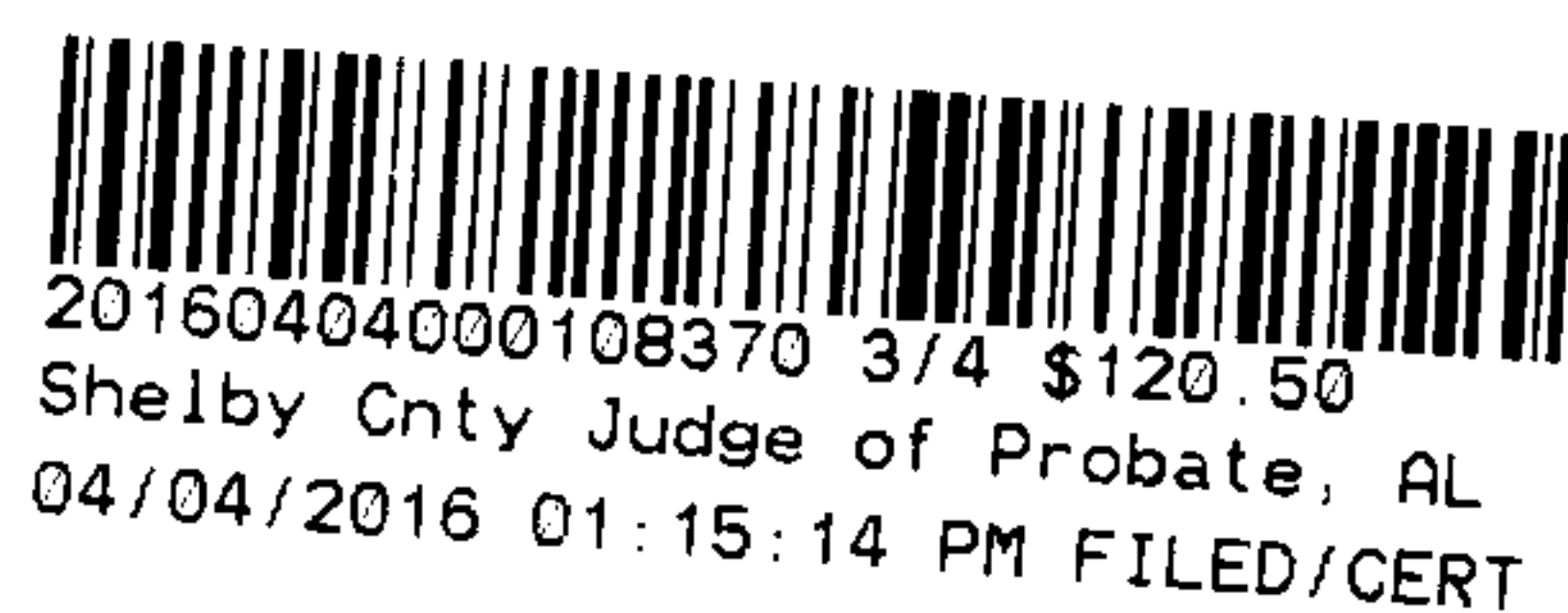


  
20160404000108370 2/4 \$120.50  
Shelby Cnty Judge of Probate, AL  
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## **EXHIBIT "A"**

### **PERMITTED ENCUMBRANCES**

1. All taxes for the year 2016 and subsequent years, not yet due and payable.
2. Building lines, easements and restrictions as shown on Map Book 38, Page 49.
3. Easement to Alabama Power Company recorded in Deed Book 127, page 317, in the Probate Office of Shelby County, Alabama.
4. Mineral and mining rights and rights incident thereto recorded in Deed Book 69, page 177, in the Probate Office of Shelby County, Alabama.
5. Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company, recorded in Instrument 20040910000504210, Instrument 20040629000355500 and Instrument 20060828000422450, in the Probate Office of Shelby County, Alabama.
6. Declaration of Covenants, Conditions and Restrictions for Cottages at Chesser as recorded in Instrument 20040511000248910, First Amendment to Declaration as recorded in Instrument 20091008000381600, and Second Amendment to Declaration as recorded in Instrument 20120124000028010, in the Probate Office of Shelby County, Alabama.
7. Articles of Incorporation of Cottages at Chesser Owners Association Inc as recorded in Instrument 200406/9975, in the Probate Office of Shelby County, Alabama
8. Reciprocal Easement Agreement as recorded in Instrument 20030429000262650, in the Probate Office of Shelby County, Alabama.
9. Shared Use and Maintenance Agreement as recorded in Instrument 20130325000122540, in the Probate Office of Shelby County, Alabama.
10. Memorandum of Sewer Service Agreement as recorded in Instrument 20121102000422170, in the Probate Office of Shelby County, Alabama



**Real Estate Sales Validation Form*****This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1***

|                  |                              |                         |                                |
|------------------|------------------------------|-------------------------|--------------------------------|
| Grantor's Name   | Chesser Development LLC      | Grantee's Name          | D.R. Horton, Inc. - Birmingham |
| Mailing Address  | 5300 Cahaba River Road       | Mailing Address         | 2188 Parkway Lake Drive        |
|                  | Suite 200                    |                         | Hoover, Alabama 35244          |
|                  | Birmingham, AL 35243         |                         |                                |
| Property Address | Lots 136, 154 & 156          | Date of Sale            | March 31, 2016                 |
|                  | Chesser Subdivision          | Total Purchase Price    | \$ 97,500.00                   |
|                  | Chelsea, Alabama 35043       | or                      |                                |
|                  | (unimproved residential lot) | 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  
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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.

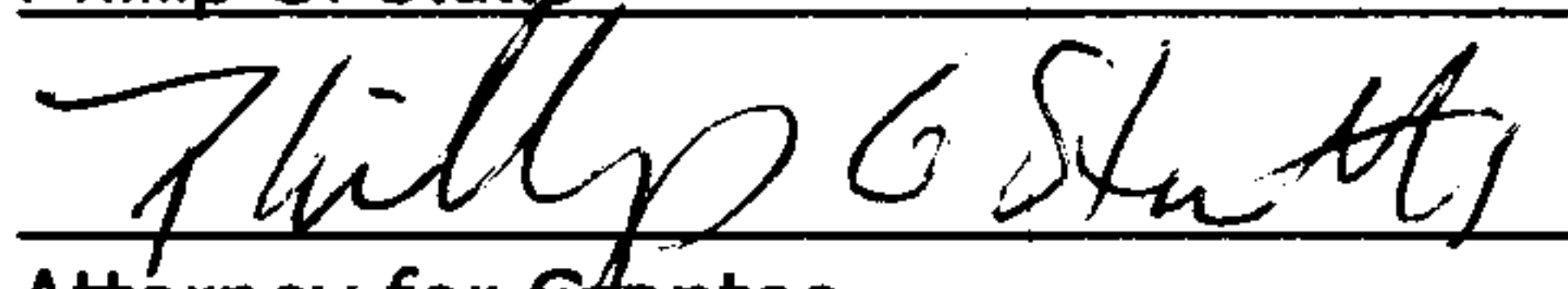
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

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: March 31, 2016

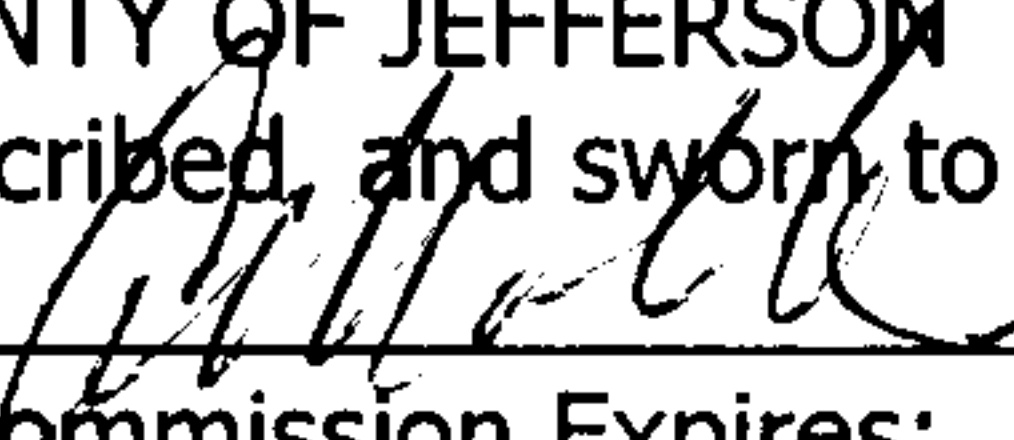
Print: Phillip G. Stutts

Sign: 

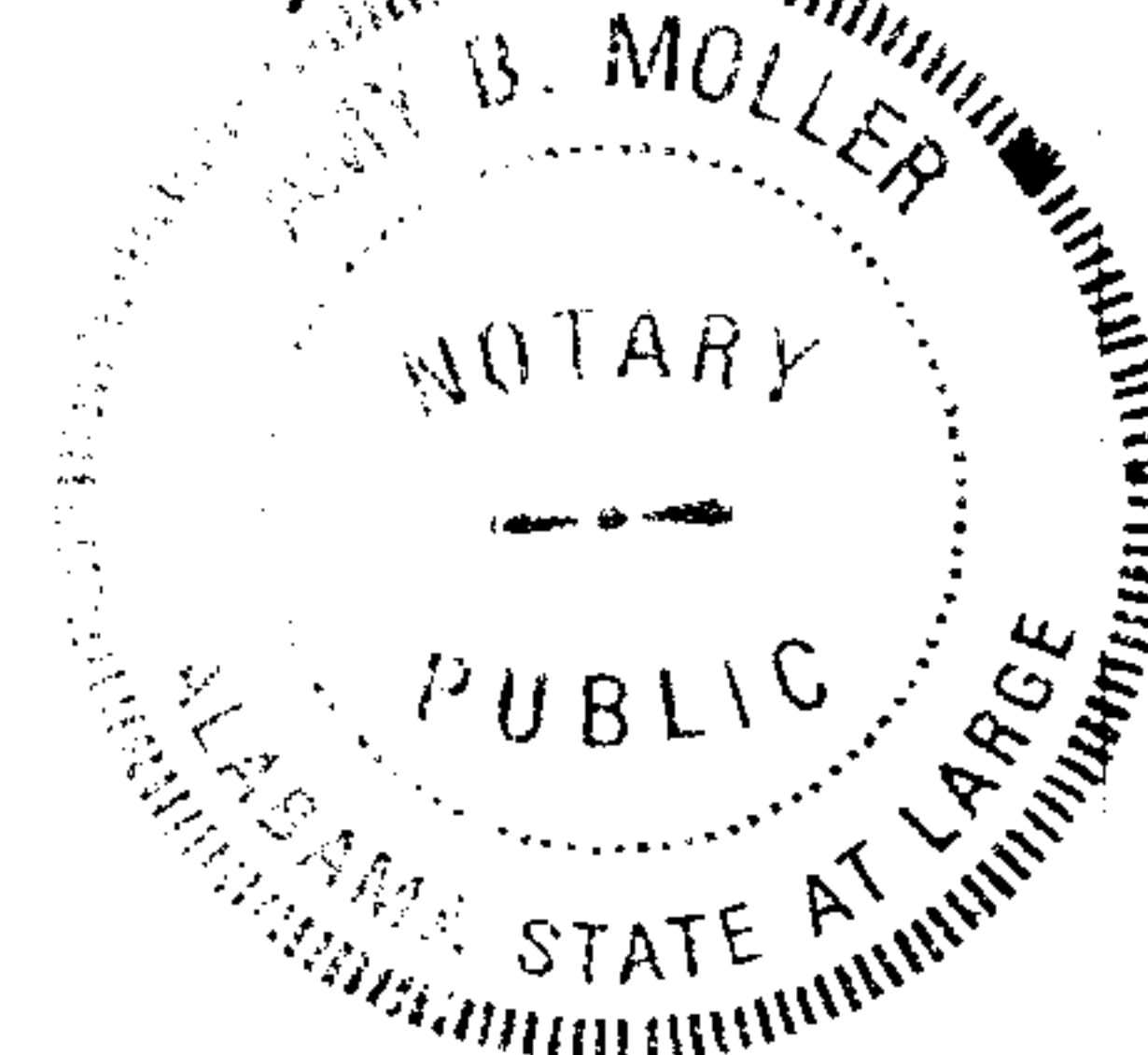
Attorney for Grantee

STATE OF ALABAMA  
COUNTY OF JEFFERSON

Subscribed, and sworn to before me this 31 day of March, 2016.

 Notary Public

My Commission Expires: 12/12/19

**Form RT-1**