

20160609000198690
06/09/2016 09:42:09 AM
DEEDS 1/4

16-2460

This instrument was prepared by:
Halbrooks & Allen, LLC
#1 Independence Plaza - Suite 704
Birmingham, AL 35209

Send Tax Notice To:
Joshua A. Finch
412 Sherwood Circle
Calera, AL 35040
(which is the property address)

Corporation Form Warranty Deed, Jointly For Life With Remainder to Survivor

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Twenty-Three Thousand One Hundred Thirty-Nine
and No/100 (\$ 223,139.00) Dollars
(as evidenced by the closing statement)

to the undersigned grantor, Embassy Homes, LLC, a limited liability company
(whose address is: 5406 Hwy. 280 E., Suite C101, Birmingham, AL 35242)
(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 Joshua A. Finch and Summer B. Finch
(whose address is the property address)

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of
them, then to the survivor of them in fee simple, together with every contingent remainder and
right of reversion, the following described real estate, situated in Shelby County, Alabama
to wit:

Lot 92, according to the Survey of Nottingham Sector 4, as recorded in
Map Book 43, Page 58, in the Probate Office of Shelby County, Alabama.

Subject to: current taxes, easements, restrictions and rights of way of record.

\$ 223,139.00 of the purchase price recited above was paid from a
mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, to the said GRANTEES for and during their joint lives and
upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and
assigns of such survivor forever, together with every contingent remainder and right of reversion.
And said GRANTOR does for itself, its successors and assigns, covenant with said
GRANTEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that
they are free from all encumbrances, 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 the 3rd day of
June, 2016.

ATTEST:

Embassy Homes, LLC

By: Clark Parker
Clark Parker, Member

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

Limited Liability Acknowledgment

William H. Halbrooks
I, ~~William H. Halbrooks~~, a Notary Public in and for said County, in said State,
hereby certify that Clark Parker whose name as member of Embassy Homes, 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/she, 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 3rd day of June, 2016.

My Commission Expires: ~~4/21/20~~
4/21/20

William H. Halbrooks
William H. Halbrooks, Notary Public

DOC ID #: 00026072331306016

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

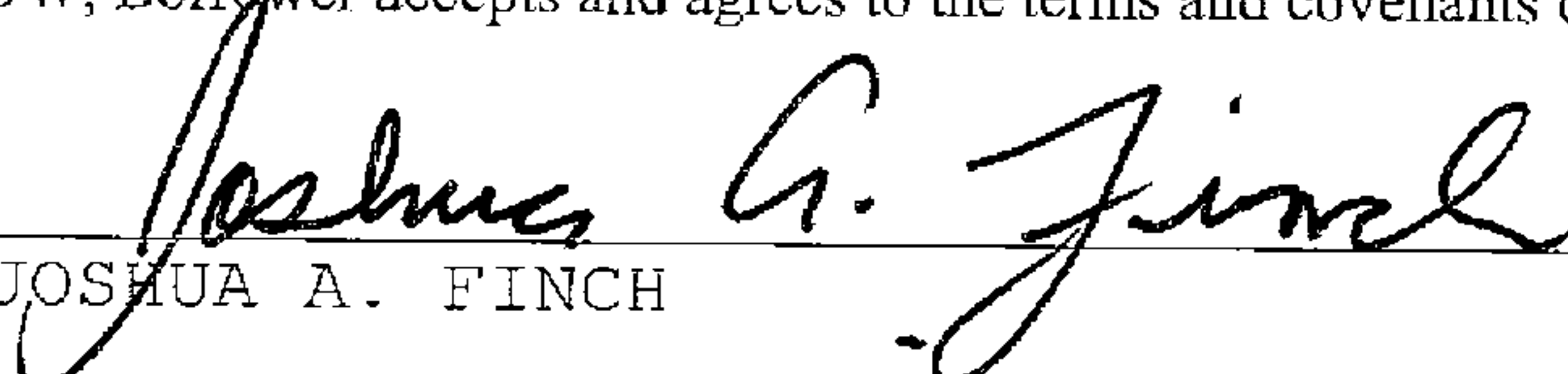
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01**


DOC ID #: 00026072331306016

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.



JOSHUA A. FINCH (Seal)
- Borrower



SUMMER B. FINCH (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01

Planned Unit Development Rider
1007R-XX (05/08)

ADDENDUM C
20160609000198690 06/09/2016 09:42:09 AM DEEDS 4/4
LIMITED WARRANTY AGREEMENT

This Limited Warranty Agreement (this "Limited Warranty Agreement") is hereby entered into on 6/3/16, by Joshua A. Finch and Summer B. Finch (whether one or more "Purchaser"), and Embassy Homes, LLC ("Seller").

WHEREAS, Seller and Purchaser have heretofore entered into a New Home Sales Agreement dated as of 4/12/16 (the "Agreement"), of which this Limited Warranty Agreement is a part, for the sale by Seller and the purchase by Purchaser of a house (the "Residence") located upon that certain parcel of real property (the "Real Property") located in Shelby County, Alabama, which is more particularly described as Lot 92 according to the survey of Nottingham, Sector 4 as recorded in Map Book 43, Page 58 in the Office of the Judge of Probate of Shelby, Alabama; and

WHEREAS, Seller has agreed in the Agreement to provide to Purchaser and Purchaser has agreed to accept this Limited Warranty Agreement, in lieu of all other warranties and claims whatsoever, whether implied by law or otherwise.

NOW, THEREFORE, in consideration of the premises, the agreements herein, the agreements set forth in the above mentioned Agreement, the payment of the Total Purchase Price as set out in the Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the terms and conditions of this Limited Warranty Agreement as follows:

1. Warranty Period. Seller does hereby provide to Purchaser this Limited Warranty Agreement on the Residence for a period of **One (1) Year** (the "Limited Warranty Period") beginning on the date hereof (the "Limited Warranty Commencement Date"), and Purchaser does hereby agree to the terms of this Limited Warranty Agreement and further agrees to accept this Limited Warranty Agreement as the only warranty given, in lieu of all other warranties of any kind, expressed or implied, with respect to the Residence and the sale thereof to Purchaser. The Limited Warranty Period has been negotiated between Seller and Purchaser as a part of the negotiation of the terms and provisions of the Agreement.

2. Limited Warranty. Seller hereby warrants to Purchaser that, for and during the Limited Warranty Period, the Residence will be free from Latent Defects, as hereinafter defined. If a Latent Defect occurs in an item which is covered by this Limited Warranty Agreement, Seller will repair, replace, or pay to Purchaser the reasonable cost of repairing or replacing any such item. Seller shall in its sole discretion determine whether to repair, replace, or pay the reasonable cost of repairing or replacing any such item. THE LIABILITY OF SELLER IS STRICTLY LIMITED TO THE OBLIGATION TO REPAIR, REPLACE, OR PAY THE REASONABLE COST OF REPAIRING OR REPLACING ANY SUCH ITEM, AND ANY RIGHT THAT PURCHASER MIGHT HAVE TO RECOVER ANY OTHER OR ADDITIONAL DAMAGES IS HEREBY WAIVED AND EXCLUDED. PURCHASER ACKNOWLEDGES THAT THE SOLE REMEDY AVAILABLE TO PURCHASER HEREUNDER IS THE RIGHT TO REQUIRE SELLER TO REPAIR, REPLACE, OR PAY THE REASONABLE COST OF REPAIRING OR REPLACING ANY SUCH ITEM. Steps taken by Seller to correct any Latent Defect under this Limited Warranty Agreement shall not extend the Limited Warranty Period.

3. Definition of Latent Defect. For the purposes of this Limited Warranty Agreement, a "Latent Defect" is defined as and limited to a defect in a necessary component in the Residence which (i) is not apparent at the Limited Warranty Commencement Date but which becomes apparent during the Limited Warranty Period; (ii) is not otherwise excluded in this Limited Warranty Agreement; (iii) results in actual physical damage to the Residence; (iv) is the direct result of the failure by Seller to construct the Residence in accordance with the applicable Building Standard portion of the Building Quality Standards Section attached hereto as **Exhibit I** (the "Building Quality Standards Section"); and (v) has been set forth in detail by Purchaser in a written notice to Seller given prior to the expiration of the Limited Warranty Period. The responsibility of Seller to repair or replace certain items with respect to which there might be a Latent Defect shall be as set forth in the Responsibility portion of the Building Quality Standards Section. If a specific Latent Defect is not addressed in the Building Quality Standards Section, then the applicable codes adopted by the local governing body with respect to residential construction standards (or if no such codes have been adopted, then the standards of construction prevailing in the geographical area of the Residence) will be used in lieu of the provisions of the Building Quality Standards Section. The Building Quality Standards Section lists specific defects that might occur within specified categories of the construction and the responsibilities of Seller and Purchaser with respect thereto, pursuant to the following format:

Possible Defect - a brief statement of problems that may be encountered.

Building Standard - a building standard relating to a specific defect.

Responsibility - a statement of the corrective action, if any, required of Seller to repair the defect or a statement of Purchaser's maintenance responsibilities.



Joshua A. Finch

Initials JAF
SB