

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East, Suite 160
Birmingham, Alabama 35223

Send Tax Notice to:
Bruce M. Maes
Loretta L. Crane Maes
4009 Kingston Circle
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Four Hundred Ninety Four Thousand Eighty One Dollars and 38/100 (\$494,081.38) to the undersigned grantor, **MURPHY HOME BUILDERS, LLC** an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **MURPHY HOME BUILDERS, LLC** an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **BRUCE M. MAES and LORETTA L. CRANE MAES**, (hereinafter referred to as "Grantees"), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-42, according to the Survey of Chelsea Park, First Sector, Phase III, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and file for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and the 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. 20060605000263850, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

\$344,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This instrument is executed as required by the Articles of organization and operational agreement of said limited liability company and same have not been modified or amended.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2017 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restrictions of record or as shown on recorded map.
- (3) Easement to Colonial Pipeline Company as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 in said Probate Office.
- (4) Easements, covenants, conditions, restrictions and reservations and agreements between Chelsea Park Investments, Ltd., Chelsea Park, Inc., and Chelsea Park Properties, Ltd., as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (5) Notice of Final Assessment of Real Property by the Chelsea Park Improvement District One, as recorded in Instrument No. 20050209000065520 and Chelsea Park Improvement District Two, as recorded in Instrument No. 20050209000065530 in said Probate Office.
- (6) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District One Articles of Incorporation as recorded in Instrument No. 20041223000699620 and Chelsea Park Improvement District Two Articles of Incorporation as recorded in Instrument No. 20041223000699630 in said Probate Office.
- (7) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in Instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Chelsea Park Residential Association, Inc., as recorded in Instrument No. 200413 at page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park First Sector, Phase I and II, as recorded in Instrument

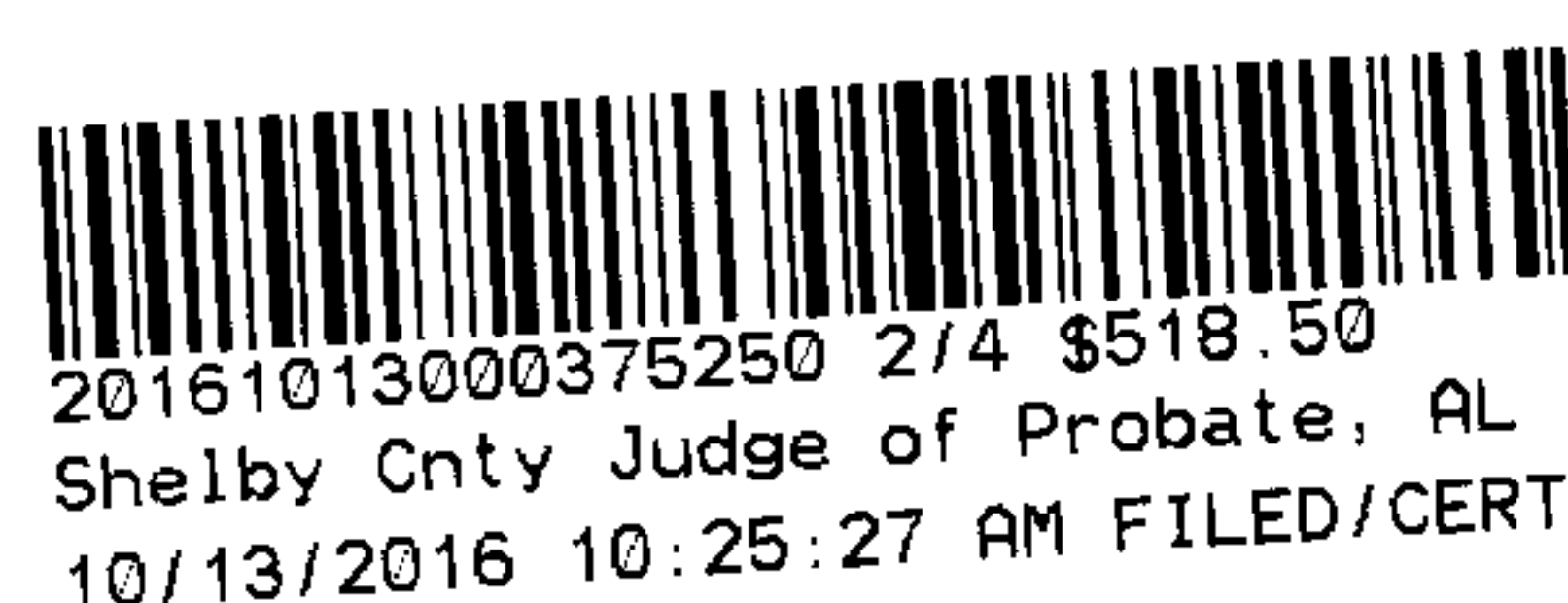
No. 20041026000590790, Supplemental Declaration and Amendment to Declaration of Covenants for Chelsea Park First Sector Phase 3 and 4, as recorded in Instrument No. 20060605000263850, and Covenants recorded in Instrument No. 2005-56408, Instrument No. 2004-56695 (Lots 1-28 thru 1-44, 1-46 1-47 and 1-51), Instrument No. 2005-56411 and Instrument No. 2004-56695 (Lots 1-105, 1-106, 1-108 1-133 thru 1-140), Instrument No. 2004-56695 and instrument No 2005-56411 (Lots 1-109A thru 1-113A) and all covenants, conditions, restrictions and liens for assessments contained therein, all being recorded in the Probate Office of Shelby County, Alabama.

- (8) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and 20051222000659740 in said Probate Office.
- (9) Supplemental Declaration and Amendment to Declaration of Protective Covenants for Chelsea Park First Sector Phase 3 and 4, as recorded in Instrument No. 20060605000263850.
- (10) Right of way granted to Alabama Power Company recorded Instrument No. 20050203000056210; Instrument No. 20060630000314940 and Instrument No. 20060828000422659, in said Probate Office.
- (11) Mineral and mining rights, including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral 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 said Probate Office.
- (12) 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. 20061229000634390, in said Probate Office.
- (13) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460.
- (14) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No, 20050714000353260.
- (15) Conservation Easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 2003122200082280; Instrument No. 20041228000703980; and Instrument No. 20041228000703990.
- (16) Release of damages as recorded in Instrument No. 20060424000189000 and Instrument No. 2006720000351150, and Instrument No. 20110915000274030, in said Probate Office.
- (17) Easement to Level 3 Communications, LLC as recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements 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 the 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, for said GRANTOR, GRANTOR'S successors and assigns, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S successors and assigns shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.



IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized Closing Manager this 7th day of October, 2016.

GRANTOR:
MURPHY HOME BUILDERS, LLC
An Alabama limited liability company

By: [Signature]
Jamie Screws
Its: Closing Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jamie Screws, whose name as Closing Manager of Murphy Home Builders, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, she, as such member, 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 of office this the 7th day of October, 2016.

[Signature]
NOTARY PUBLIC
My Commission expires: 06/02/2019

CLAYTON T. SWEENEY
NOTARY
My Comm. Expires
June 2, 2019
PUBLIC
ALABAMA STATE AT LARGE

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

[Signature]
Bruce M. Maes

[Signature]
Loretta L. Crane Maes

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bruce M. Maes and wife, Loretta L. Crane Maes, whose names are is signed to the foregoing Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of October, 2016.

[Signature]
NOTARY PUBLIC
My Commission expires: 06/02/2019

CLAYTON T. SWEENEY
NOTARY
My Comm. Expires
June 2, 2019
PUBLIC
ALABAMA STATE AT LARGE


20161013000375250 3/4 \$518.50
Shelby Cnty Judge of Probate, AL
10/13/2016 10:25:27 AM 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	Bruce M. Maes and Loretta L. Crane Maes
Mailing Address	135 Belcher Drive Pelham, AL 35124	Mailing Address	4009 Kingston Circle Chelsea, AL 35043
Property Address	4009 Kingston Circle Chelsea, AL 35043	Date of Sale	October 7, 2016
		Total Purchase Price	\$ 494,081.38
		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 | ☐ Appraisal |
| ☐ Sales Contract | ☐ Other |
| ☒ Closing Statement | ☐ Deed |

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 _____ Print _____
Murphy Home Builders, LLC
by: Jamie Screws, Closing Manager

Unattested

(verified by)

Sign _____
(Grantor/Grantee/Owner/Agent) circle one



20161013000375250 4/4 \$518.50
Shelby Cnty Judge of Probate, AL
10/13/2016 10:25:27 AM FILED/CERT