

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

Send Tax Notice to:
Stone Martin Builders, LLC
404 South 8th Street
Opelika, AL 36801-4946

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Fifty Four Thousand and No/100 Dollars (\$54,000.00)** to the undersigned grantor, **SMB LAND, 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 **SMB LAND, LLC, an Alabama limited liability company**, does by these presents, grant, bargain, sell and convey unto **Stone Martin Builders, LLC, an Alabama limited liability company**, (hereinafter referred to as "Grantees"), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:


Lot 849, according to the Plat of Chelsea Park, Eighth Sector, Phase One, as recorded in Map Book 39, Page 47, 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, filed for record in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 8th Sector, as recorded in Instrument 20151230000442860 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

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

All of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith. The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2016 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, Deed Book 223, Page 823, Deed Book 253, Page 324, and Deed Book 227, Page 637, 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 Three, as recorded in Instrument No. 20050209000065540, in said Probate Office.
- (6) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District Three Articles of Incorporation as recorded in Instrument No. 20041223000699640, in said Probate Office.


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- (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 Eighth Sector, as recorded in Instrument No. 20151230000442860 and all covenants, conditions, restrictions and liens for assessments contained therein, all being recorded in the Probate Office of Shelby County, Alabama.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No, 20050714000353260.
- (9) Transmission line permit to Alabama Power Company as recorded in Deed Volume 112, Page 111, in said Probate Office.
- (10) Memorandum of Sewer Service Agreements regarding Chelsea Park with Double Oak Reclamation, LLC as recorded in Instrument 20121107000427750, in said Probate Office.
- (11) Easement granted to Alabama Power Company, recorded in Instrument 20071029000498200, in the Probate Office of Shelby County, Alabama.
- (12) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company, as recorded in Probate Office of Shelby County, Alabama.

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.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantee, for itself and on behalf of its administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and Chelsea Park, Inc. Chelsea Park Development, Inc., Chelsea Park Development, Ltd., Chelsea Park Properties, Ltd., Chelsea Park Holding, LLC, Park Homes, LLC, Eddleman Residential, LLC, Eddleman Properties, Inc. and Eddleman Realty, LLC (hereinafter referred to as the Chelsea Park entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. Further, the Grantee, its successors and assigns hereby acknowledges that Grantor shall not be liable for and no action asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Grantor and Chelsea Park entities shall mean and refer to (i) the officers, directors, members, managers, agents and employees of Grantor and Chelsea Park entities as defined herein above and any successors and assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.



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TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantee, its successors and assigns, in fee simple, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 26th day of September, 2016.

GRANTOR:
SMB LAND, LLC
An Alabama limited liability company
By its sole member
Sky Holdings, Inc.
An Alabama corporation

By : 
Mitchell R. Martin
Its: President

SMB LAND, LLC
Lot 849 Chelsea Park 8th Sector

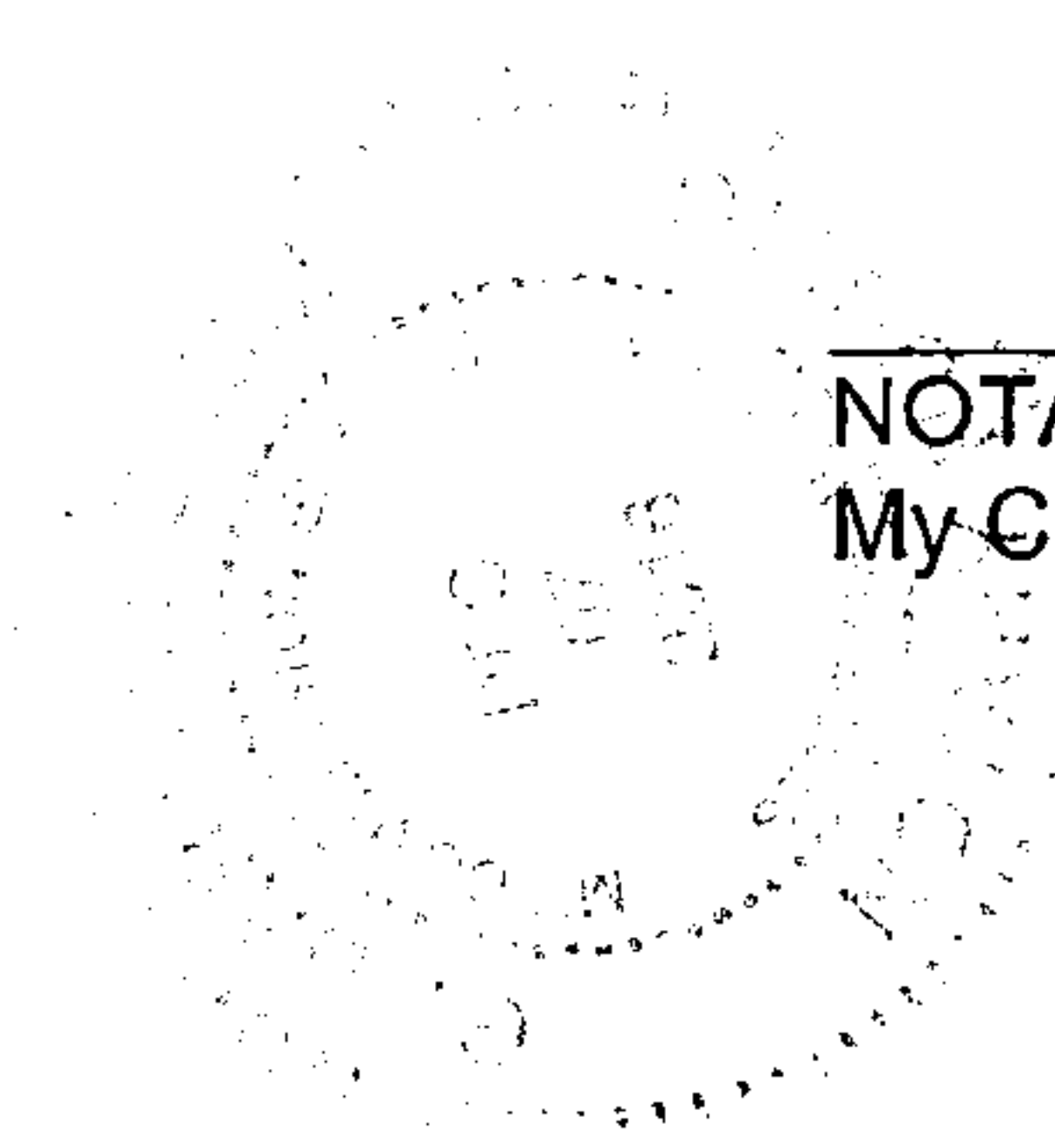

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Mitchell R. Martin, whose name as President of Sky Holdings, Inc., an Alabama corporation, as the sole member of SMB LAND, 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, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as sole member of said limited liability company.

Given under my hand and official seal of office this the 26th day of September, 2016.


NOTARY PUBLIC

My Commission expires: 12-7-16



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

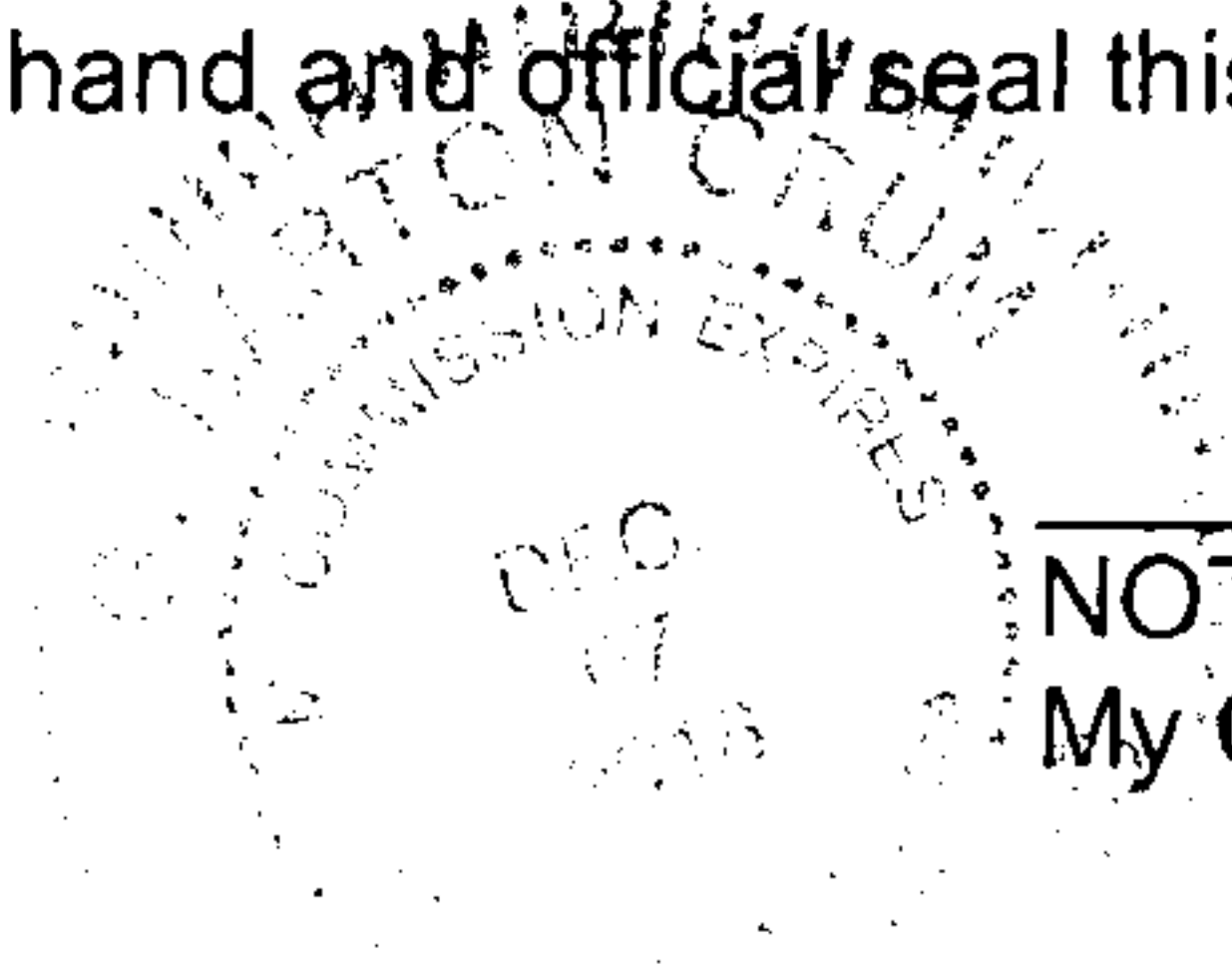
Stone Martin Builders, LLC
An Alabama Limited Liability Company

By: 
Jan Oates, Human Resources Manager

STATE OF ALABAMA)
COUNTY OF LEE)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jan Oates, whose name as Human Resources Manager of Stone Martin 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 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 26th day of September, 2016.




NOTARY PUBLIC

My Commission expires: 12-7-16


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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name SMB Homes, LLC
404 South 8th Street
Mailing Address Opelika, AL 36801-4946

Grantee's Name Stone Martin Builders, LLC
404 South 8th Street
Mailing Address Opelika, AL 36801-4946

Property Address 1173 Chelsea Park Trail
Chelsea, AL 35043

Date of Sale September 26, 2016

Total Purchase Price \$ 54,000.00

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
☐ Sales Contract
☐ Closing Statement

- ☐ Appraisal
☐ Other

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).

SMB Homes, LLC by its sole member
Sky Holdings, Inc.

Date 9/26/16

Print by: Mitchell B. Martin, President

Unattested

Sign

(Grantor/Grantee/Owner/Agent) circle one

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