

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, THORNTON, INC., an Alabama corporation ("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:

Lot 57, according to the Survey of Chelsea Station, as recorded in Map Book 38, page 109, in the Probate Office of Shelby County, Alabama.

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 03/28/2017 State of Alabama Deed Tax: \$32.00 IN WITNESS WHEREOF, Grantor has caused this Deed to be properly executed on this the and day of March, 2017.

#### **GRANTOR:**

THORNTON, INC. an Alabama corporation

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.**, 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 corporation.

Given under my hand and official seal this the 2017 day of March, 2017.

Notary Public

My Commission Expires:

20170328000103310 2/4 \$56.00 Shelby Cnty Judge of Probate, AL 03/28/2017 09:43:32 AM FILED/CERT

### **EXHIBIT "A"**

## PERMITTED ENCUMBRANCES

- 1. All taxes for the year 2017 and subsequent years, not yet due and payable.
- 2. Building lines, easements and restrictions as shown on the Survey of Chelsea Station, as recorded in Map Book 38, page 109, in the Probate Office of Shelby County, Alabama.
- 3. Sanitary Sewer Agreement between Double Oak Water Reclamation, Inc. and Chelsea Station, LLC as recorded in Instrument 20060816000399780, in the Probate Office of Shelby County, Alabama, as affected by Partial Termination of Sewer Service Agreement, between Double Oak Water Reclamation, Inc. and First Commercial Bank, a division of Synovus Bank, as recorded in Instrument 20110509000139430, in the Probate Office of Shelby County, Alabama.
- 4. Mineral and mining rights and rights incident thereto recorded in Shelby Real 45, Page 303, in the Probate Office of Shelby County, Alabama.
- 5. Easement to Alabama Power Company recorded in Instrument 20070418000180100, in the Probate Office of Shelby County, Alabama.
- 6. Restrictive covenants appearing of record in Instrument 20070829000407640, 1st Amendment recorded in Instrument 20100430000132190, 2nd Amendment recorded in Instrument 20101008000335460, and 3rd Amendment recorded in Instrument 20120606000198470, and Assignment of Developers Rights as recorded in Instrument 20120814000300900 all in the Probate Office of Shelby County, Alabama.
- 7. Rights, easements, covenants and restrictions to Alabama Power Company by instrument dated September 21, 1987 as referenced in Instrument 1994-36503 in the Probate Office of Shelby County, Alabama.
- 8. Perpetual non-exclusive easement for ingress/egress recorded in Instrument 1994-36503 in the Probate Office of Shelby County, Alabama.
- 9. Memorandum of Sewer Service Agreement regarding Chelsea Station recorded in Instrument 20121102000422210 in the Probate Office of Shelby County, Alabama.
- 10. Articles of Incorporation of Chelsea Station Owners Association, Inc., recorded in Instrument 20070829000407630, in the Probate Office of Shelby County, Alabama.

20170328000103310 3/4 \$56.00 Shelby Cnty Judge of Probate, AL 03/28/2017 09:43:32 AM FILED/CERT

# **Real Estate Sales Validation Form**

This Docur	nent must be filed in accord	lance with Code of Ala	bama 1975, Section 40-22-1
Grantor's Name	Thornton, Inc.	Grantee's Name	D.R. Horton, Inc Birmingham
Mailing Address	5300 Cahaba River Rd, Ste 200	Mailing Address	2188 Parkway Lake Drive
riaming Address	Birmingham, Alabama 35243		Hoover, Alabama 35244
			+ = 1 · · · · · · · · · · · · · · · · · ·
Property Address	Lot 57	Date of Sale	March 23, 2017
	Chelsea Station Subdivision	Total Purchase Price	
	Chelsea, Alabama 35042	or	
	(unimproved residential lot)	Actual Value	\$
		or	
		Assessor's Market V	alue <u>\$</u>
	e or actual value claimed on this rdation of documentary evidence		following documentary evidence:
Bill of Sale		Appraisal	
Sales Contra	ct	Other 20	170328000103310 4/4 \$56.00
X Closing State		511	elby Cnty Judge of Probate: AL ———————————————————————————————————
•	document presented for recordary rm is not required.	tion contains all of the req	uired information referenced above,
<del> </del>	<del></del>	Instructions	
Grantor's name and	d mailing address - provide the nar		s conveying interest to property and their
current mailing add	lress.		
Grantee's name an conveyed.	d mailing address - provide the na	ame of the person or perso	ns to whom interest to property is being
Property address -	the physical address of the propert	ty being conveyed, if availal	ole.
Date of Sale - the o	late on which interest to the prope	erty was conveyed.	
Total purchase price the instrument offer		ourchase of the property, bo	oth real and personal, being conveyed by
	red for record. This December be		oth real and personal, being conveyed by conducted by a licensed appraiser or the
use valuation, of the	ne property as determined by the	local official charged with	e of fair market value, excluding current the responsibility of valuing property for Code of Alabama 1975 § 40-22-1 (h).
further understand	<del>-</del>		in this document is true and accurate. I result in the imposition of the penalty
Date: March 23	2017	Print: Phillip G	S. Stutts
			S. Stutts
		Sign: <u>4 10</u>	
STATE OF ALABAM	Δ //	Attorne	y for Grantee
COUNTY OF JEFFE	\$60N// //		

\_\_ day of March, 2017.

Subscribed and sworn to before me this \_\_\_\_\_\_ Notary Public My Commission Expires: \_\_\_\_\_\_ z / 2 / 5

My Commission Expires:

Form RT-1