

SEND TAX NOTICE TO:

4G BP 2017, LLC
5406 Highway 280 East, Suite C-101
Birmingham, AL 35242
Attn.: Clark Parker

UPON RECORDING RETURN TO:


4G BP 2017, LLC
5406 Highway 280 East, Suite C-101
Birmingham, AL 35242
Attn.: Clark Parker

THIS INSTRUMENT PREPARED BY:

Michael M. Partain, Esq.
Michael M. Partain, LLC
The Kress Building
301 Nineteenth Street North, Suite 501
Birmingham, AL 35203
(205) 458-1240

**NOTE: ALL OF THE PURCHASE PRICE RECEIVED
WAS PAID FROM A PURCHASE MONEY MORTGAGE
LOAN CLOSED SIMULTANEOUSLY HEREWITH.**

**STATE OF ALABAMA)
COUNTY OF SHELBY)**


20170705000238130 1/7 \$34.00
Shelby Cnty Judge of Probate, AL
07/05/2017 03:45:37 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of Ten and 00/100 Dollars (\$10.00) to the undersigned Grantor, in hand paid by the Grantee herein, and other good and valuable consideration, the receipt whereof is acknowledged, **EMBASSY HOMES, LLC**, an Alabama limited liability company (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto, **4G BP 2017, LLC**, an Alabama limited liability company (herein referred to as "Grantee"), the real estate situated in Jefferson County, Alabama, as more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

The Property is conveyed **SUBJECT TO** the "Permitted Encumbrances" set forth on **EXHIBIT B** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise, and except for the Permitted Encumbrances against which the Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)

CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer or representative this 30th day of June, 2017.

EMBASSY HOMES, LLC

By: [Signature]
Name: Clark Parker
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Parker, whose name as Manager of Embassy Homes, 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, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 30th day of June, 2017.

[NOTARIAL SEAL]

[Signature]
Notary Public
My Commission Expires: 6-2-2019



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EXHIBIT A

The Property

Lot 7-140, according to the survey of Chelsea Park, Seventh Sector, Second Addition, Grayson Place Neighborhood, as recorded in Map Book 45, Page 97, 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, executed by the grantor and filed for record as Instrument No 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector filed for record as Instrument No. 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20151230000442850 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").


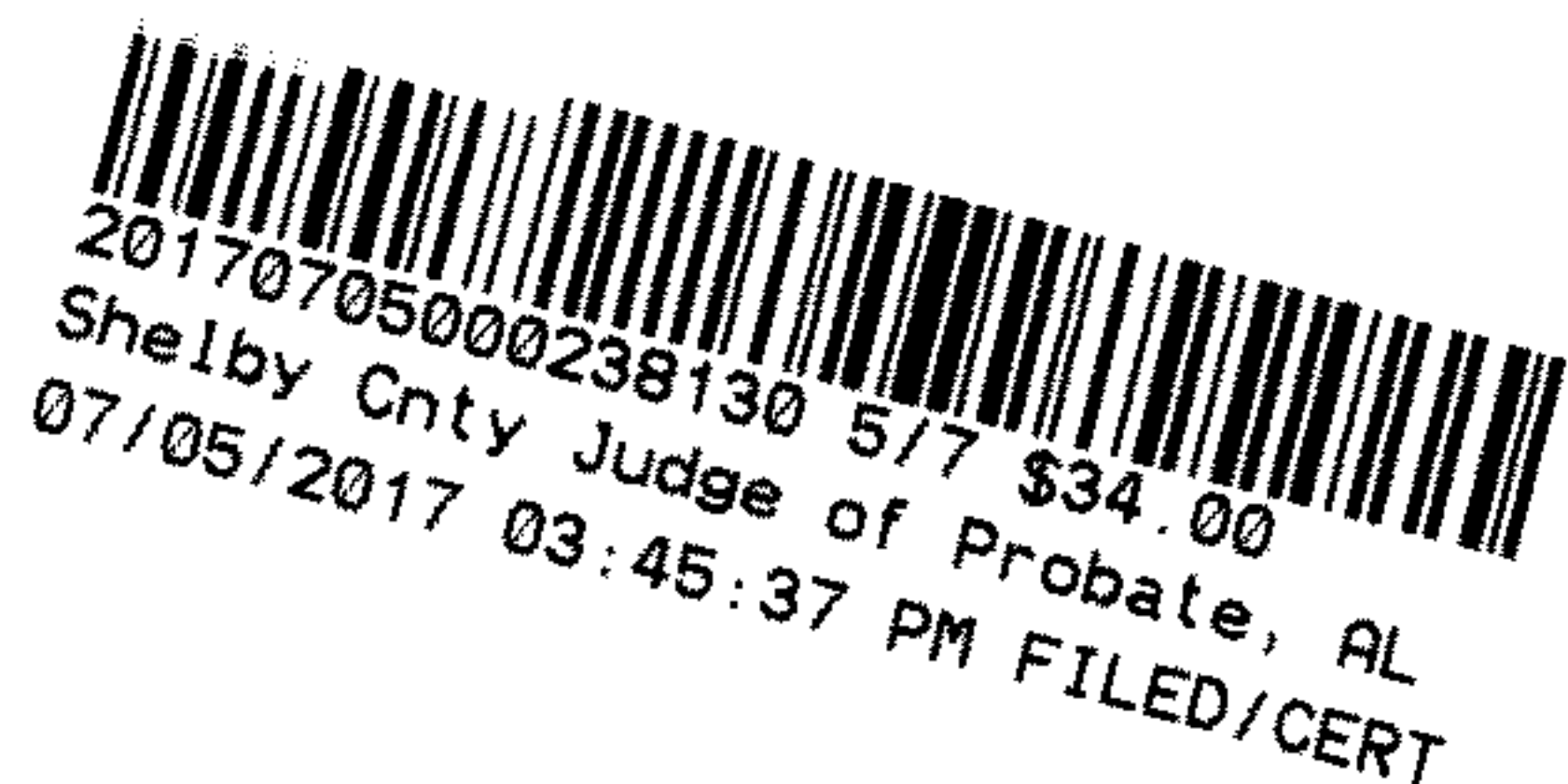

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EXHIBIT B

Permitted Encumbrances

1. Taxes due in the year of 2017, a lien, but not yet payable, until October 1, 2017.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
4. All matters affecting the Property as shown or referred to in public records, including, without limitation, covenants, conditions, restrictions, easements, assessments, liens, and encumbrances set forth in the following, as the same may have been or may be amended from time to time:
5. Covenants, conditions and restrictions as shown on Map Book 45, Page 97, recorded in the Probate Office of Shelby County, Alabama.
6. Building lines as shown on record plat.
7. Declaration of Easements and Master protective Covenants for Chelsea Park as recorded in Instrument No. 20041014000566950, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park 1st Sector, as recorded in instrument No. 20061108000263850, and Supplementary Declaration and Amendment to Declaration for First Sector, Phase 3 and Phase 4 as recorded in Instrument #20060605000263850.
8. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20151230000442850
9. Transmission Line Permit to Alabama Power Company as recorded in Deed 112, Page 111, Deed Book 107, Page 585, Deed Book 131, Page 491 and Deed Book 194, Page 49.
10. Right of way to Bellsouth as recorded in Instrument No. 20050923000496730 and Instrument No. 20151105000384580.
11. Grant of land easement and restrictive covenants in favor of Alabama Power Company as recorded in Instrument No. 2005020300056200.
12. All minerals within and underlying the premises not owned by Grantor, including without limitation, the mineral and mining rights and other rights, privileges and immunities relating thereto, as recorded in Deed book 244, page 587; Instrument No. 1997-9552, Instrument No. 2000-94450, and corrected in Instrument No. 2001-27341.
13. Conservation Easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990; Instrument No. 20031222000822880; and Instrument No. 20041228000703980.

14. Release of damages 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. 20040922000521690 and Instrument No.2016-34899.
15. Right of way easement as recorded in Instrument No. 2000-4454.
16. Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210.
17. Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and Instrument #20051220000659740.
18. Easement to the Town of Chelsea as recorded in Instrument No. 20040107000012460.
19. Certificate of Incorporation of The Chelsea Park Cooperative District in Instrument 20050714000353260.
20. Covenants, conditions, restrictions, lines and easements in Chelsea Park Improvement District One Articles of incorporation in Instrument 20041223000699620.
21. Supplemental Declaration and amendment to Declaration of Covenants for Chelsea Park First Sector Phase 3 and 4 as recorded in Instrument 20060605000263850.
22. Conservation easement and restrictive covenants in Instrument 20031222000822880 and Instrument 20041228000703980.
23. Restrictive covenants and grant of land easement to Alabama Power Company in Instrument 20060828000422560 and Instrument No. 20060630000314940.
24. Release of damages in Instrument No. 20050321000126560; Instrument 20060424000189000; Instrument No. 20060720000351150 and Instrument No. 20110915000274040.
25. Easement to Level 3 Communications, LLC in Instrument #2000-0007 and Instrument #2000-0671.
26. Right of way to Alabama Power Co in Instrument No. 20060630000314940; Instrument 20050203000056210 and Instrument No. 20060828000422650.
27. Restrictions recorded in Instrument # 2011-35531.
28. Easement agreement as recorded in Instrument #20040816000457750.
29. Easement as recorded in Instrument #20040120000033550.
30. Easement as recorded in Deed Book 253, Page 324.
31. Restrictive Covenants as recorded in Instrument #20060720000351160.
32. Subject to covenants, conditions and restrictions as set forth in documents recorded in Instrument #20041014000566950; Instrument #20041014000566970; Instrument #20041026000590790 and



Amended in Instrument #20060720000351160.

33. Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment of District One as recorded in Instrument No. 20050209000065520; Articles of Incorporation of The Chelsea Park Improvement District Two as recorded in Instrument No. 20041223000699630 and notice of final assessment of District Two as recorded in Instrument No. 20050209000065530; and Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument 20050209000065540.

34. Subject to terms, conditions and restrictions set forth in deed from Chelsea Park Holding, LLC to Embassy Homes, LLC as recorded in Instrument #2016-36799.

35. Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation LLC as recorded in Instrument #20121107000427750.

36. Distribution Easement to Alabama Power Company as recorded in Instrument #20071114000552150.

37. Less and except property conveyed to Alabama Power by deed recorded in Instrument #20061221000622300.



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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 Embassy Homes, LLC
Mailing Address 5406 Highway 280 E, Suite C101
Birmingham, AL 35242
Attn.: Clark Parker

Grantee's Name 4G BP 2017, LLC
Mailing Address 5406 Highway 280 E, Suite C101
Birmingham, AL 35242
Attn.: Clark Parker


Property Address 599 Grayson Place
Chelsea, AL 35043

Date of Sale June 29, 2017
Total Purchase Price \$ 45,000.00
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


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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 _____

Print CLARK PARKER

Unattested _____

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1