

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)


20171212000441930 1/6 \$31.00
Shelby Cnty Judge of Probate, AL
12/12/2017 08:00:28 AM 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 Exceptions" 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 Exceptions against which the Grantor shall not defend.

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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer or representative this 28th day of November, 2017.

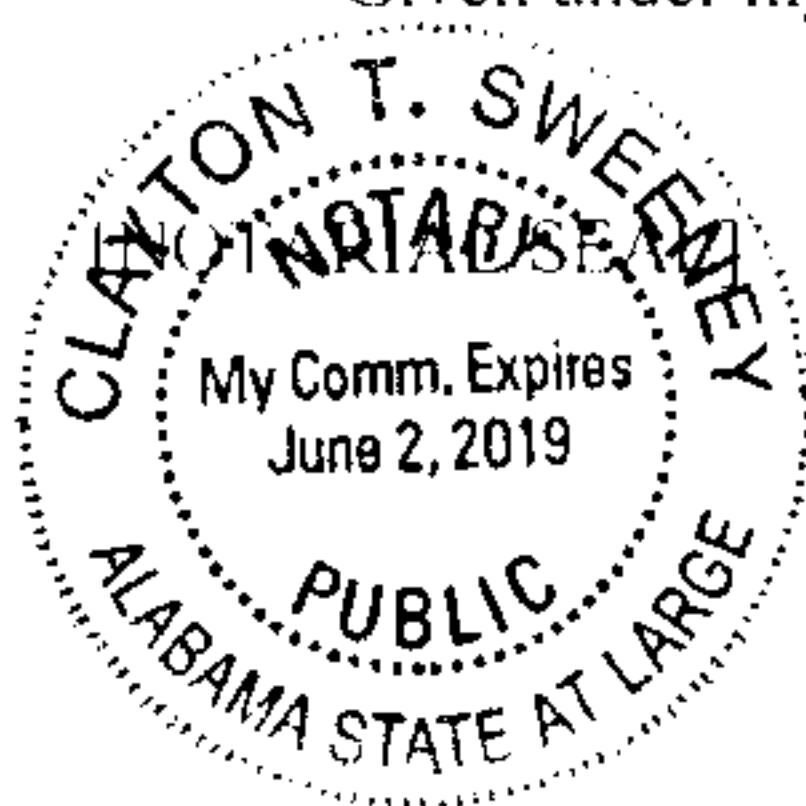
EMBASSY HOMES, LLC

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 28th day of November, 2017.



[Signature]
Notary Public
My Commission Expires: 6-2-2017

20171212000441930 2/6 \$31.00
Shelby Cnty Judge of Probate: AL
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EXHIBIT A

The Property

Lot 11-28, according to the Survey of Chelsea Park, 11th Sector, as recorded in Map Book 37, Page 95, 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 11th Sector as recorded in Instrument No. 20070831000411450 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

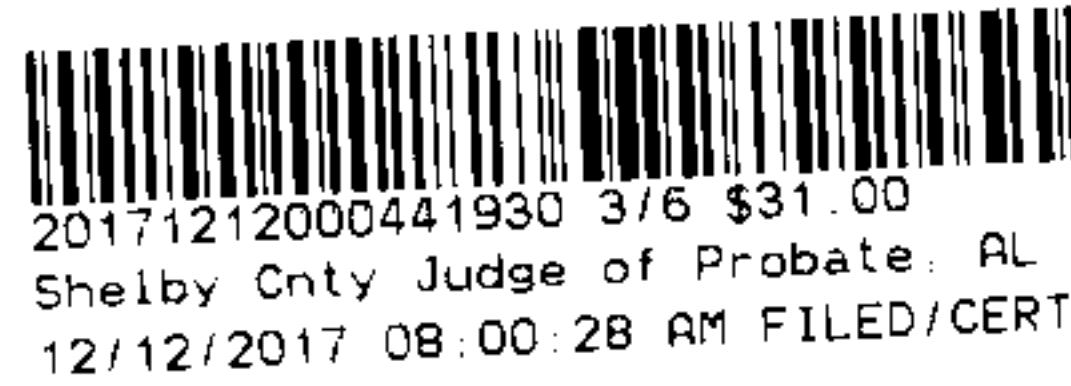



EXHIBIT B

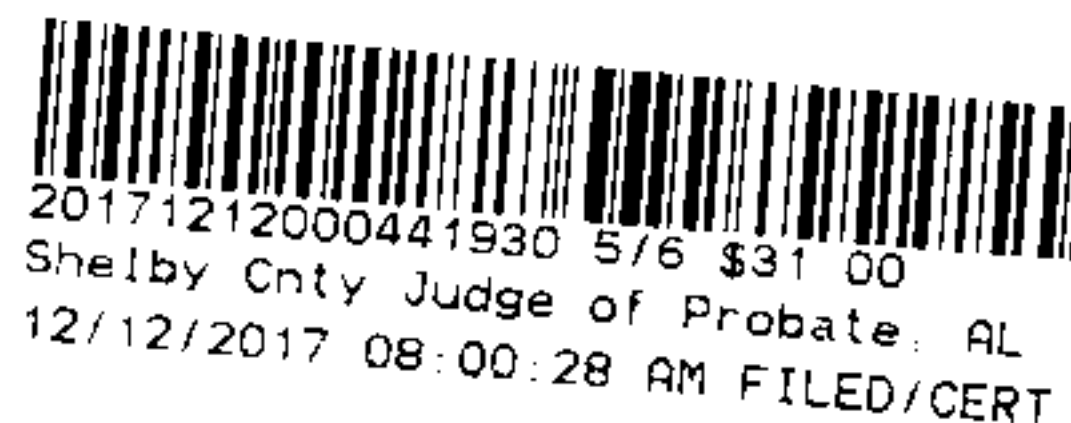
Permitted Exceptions


20171212000441930 4/6 \$31.00
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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
5. Covenants, conditions and restrictions as shown on Map Book 45, Page 97, and Map Book 39, Page 47, in the Probate Office of Shelby County, Alabama.
6. Building lines as shown on record plats.
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 said Probate Office.
8. 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. 20151230000442850n said Probate Office.
9. Articles of Incorporation of The Chelsea Park Improvement District Three as recorded in Instrument No. 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument 20050209000065540 in said Probate Office.
10. Grant of Land Easement with Restrictive Covenants to Alabama Power Company recorded in Instrument #20151105000384560 in said Probate Office.
11. Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, L.L.C as recorded in Instrument #20121107000427750 in said Probate Office.
12. Distribution Easement to Alabama Power Company as recorded in Instrument as recorded in Instruments 20071114000522150 and 20160926000350880 in said Probate Office.
13. Transmission line permit to Alabama Power Company as recorded in Deed Book 112, page 111, Deed Book 107, Page 565, Deed Book 131, Page 491, and Deed Book 194, Page 49, in said Probate Office.
14. Articles of Incorporation of Chelsea Park Residential Association, Inc. recorded in Instrument

200413/8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof.

15. Certificate of Incorporation of The Chelsea Park Cooperative District in Instrument 20050714000353260 in said Probate Office.
16. 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.
17. Declaration of Covenants Conditions and Restrictions for Chelsea Park 8th Sector as recorded in Instrument No. 20151230000442860 and all covenants, conditions, restrictions and liens for assessments contained therein, all being recorded in said Probate Office.
18. Right of way in favor of Colonial Pipeline Company as recorded in Book 224, Page 447, and Book 283, Page 716, in said Probate Office.
19. Subject to the terms, duties, conditions, limitations, obligations and release from damages as set forth in the respective vesting deeds from Chelsea Park Holding, LLC to Embassy Homes, LLC, recorded in Instruments; 20170914000334510, 20170705000238120, 20170504000154650, 20170504000154670, 20170104000003080, 20170901000320810, 20170705000238100, 20170914000334540, 20170425000141090, 20170914000334480, 20170504000154620, 20170717000253770, 20170425000141110 in said Probate Office.
20. Grant of Land Easement in favor of Alabama Power Company recorded at Instrument #20060829000425050 in said Probate Office.
21. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 11th Sector recorded at Instrument #20070831000411450 and 0061108000548430 in said Probate Office.
22. Subject to matters set forth in deed recorded at Instrument #20110915000274050 in said Probate Office.



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 See Exhibit A of Deed attached hereto.

Date of Sale November 28, 2017

Total Purchase Price \$ ~~Deed XXXXXX~~ 50,000.00

or

Actual Value \$

or

Assessor's Market Value \$



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Shelby Cnty Judge of Probate, AL
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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 ~~Deed XXXXXX~~

☒ Closing Statement

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