

THIS INSTRUMENT PREPARED BY:

R. Timothy Estes, Esq.
Raymond Capital, LLC.
4226 Marden Way
Vestavia, AL. 35242

SEND TAX NOTICE TO:

Cheryl W. Sundberg
1122 Timberline Ridge
Calera, AL. 35040

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of **Three Hundred Forty-Nine Thousand Nine Hundred and 00/100 Dollars (\$349,900.00)** and other good and valuable consideration paid in hand by the GRANTEES herein to the undersigned GRANTOR, the receipt and sufficiency whereof is acknowledged,

D.R. Horton, Inc. – Birmingham (herein referred to as GRANTOR, whether one or more) does, grant, bargain, sell and convey unto

Cheryl W. Sundberg (herein referred to as GRANTEE, whether one or more), all of its right, title and interest in and to that certain real estate situated in **Shelby County, Alabama**, to-wit:

Lot 6-40, Timberline Phase 6, according to the final plat as recorded as Inst. No. 20240529000159340 in Map Book 60, Pages 4A-4D, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted. Subject to: current taxes not yet due and payable, conditions, covenants, easements and restrictions of record.

\$349,900.00 of the consideration was paid from a mortgage loan. The purchase of the herein described real property is being financed in whole or in part by the proceeds of a purchase money mortgage being executed simultaneously herewith.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the matters to which reference herein made, unto the said GRANTEE, her/his heirs and assigns forever.

By acceptance of this Deed, Grantees hereby covenant and agree for themselves and their heirs and assigns that the Grantor shall not be liable for, and no action shall be asserted against Grantor for loss or damage on account of injuries to the property conveyed herein or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant or other person in or upon the property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations, deposits or conditions) under or on said property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property sold hereunder. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons or entities holding under or through Grantee.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

IN WITNESS WHEREOF, the said GRANTOR by its Assistant Secretary who is authorized to execute this conveyance, has hereto set his/her signature and seal this the 30th day of March 2026.

D. R. HORTON, INC. – BIRMINGHAM

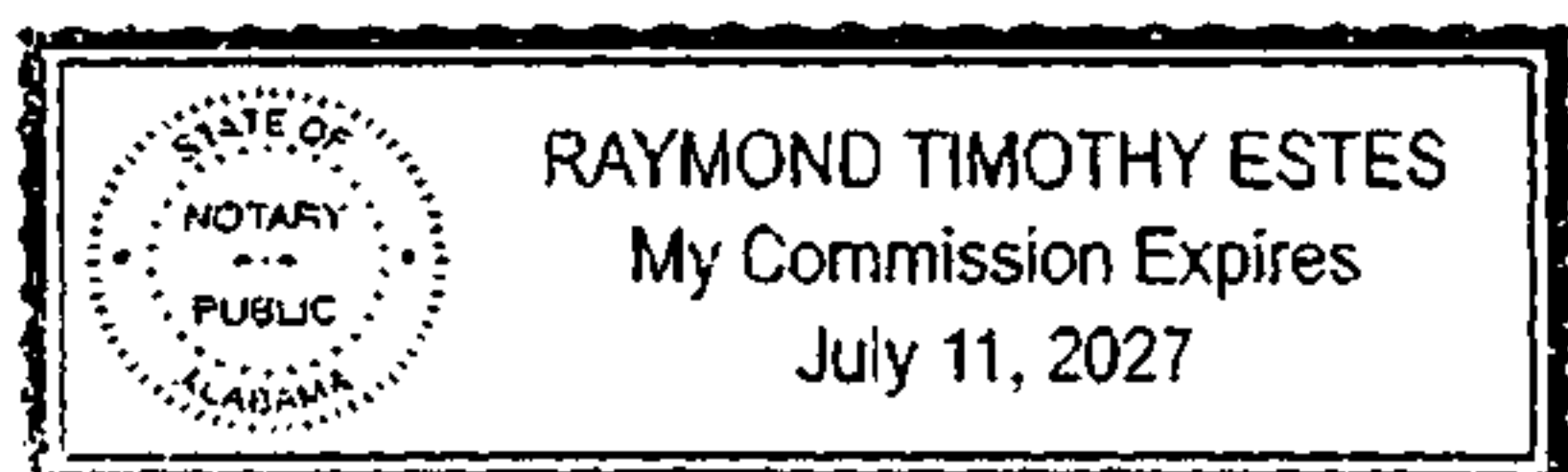
By: Brenda L. Gibson
Its: Assistant Secretary

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Brenda L. Gibson** whose name as Assistant Secretary of **D. R. HORTON, INC. - BIRMINGHAM**, a corporation, 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of March 2026.


Notary Public – R. Timothy Estes
My Commission Expires: 07/11/27

