



20211203000578280 1/5 \$52.50  
Shelby Cnty Judge of Probate, AL  
12/03/2021 01:02:45 PM FILED/CERT

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

Send Tax Notice to:  
Dennis Michael Kelley and  
Rachel Elizabeth Kelley  
441 Hamilton Place  
Chelsea, AL 35043

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Three Hundred Sixty Four Thousand Nine Hundred and NO/100 Dollars (\$364,900.00)** to the undersigned grantor, **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company (herein referred to as "Grantor"), in hand paid by Grantees named herein, the receipt of which is hereby acknowledged, the said **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **Dennis Michael Kelley and Rachel Elizabeth Kelley** (hereinafter referred to as GRANTEES) for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate (the "property"), situated in **Shelby** County, Alabama, to-wit:

Lot 12-8, according to the Survey of Chelsea Park Twelfth Sector, Phase Two, as recorded in Map Book 53, Page 52, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in the 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 the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 12th Sector, as recorded in Instrument 20200324000116900 (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 limited liability company and same have not been modified or amended.

\$346,655.00 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, 2022 and all subsequent years thereafter.
- (2) Building lines as shown by recorded plat in Map Book 53, Page 52.
- (3) Restrictions as shown by recorded map.
- (4) Public utility easements as shown by recorded plat.
- (5) 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.
- (6) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 12th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20200324000116900.
- (7) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument No. 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065540 in the Probate Office of Shelby County, Alabama.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District Three, recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Shelby County, AL 12/03/2021  
State of Alabama  
Deed Tax:\$18.50



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- (9) Articles of Incorporation of Chelsea Park Residential Association, Inc., recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.
- (10) Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 12th Sector as recorded in Instrument 20200324000116900, in the Probate Office of Shelby County, Alabama.
- (11) Transmission line permit to Alabama Power Company, recorded in Deed Book 112, Page 111, in the Probate Office of Shelby County, Alabama.
- (12) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company on Chelsea Park 12, Phase 1, as recorded in Instrument 20160926000350880 and Instrument 20180222000057230 in Probate Office of Shelby County, Alabama.
- (13) Memorandum of Sewer Service Agreement regarding Chelsea Park in favor of Double Oak Water Reclamation LLC, as recorded in Instrument 20121107000427750, in the Probate Office of Shelby County Alabama.
- (14) Sanitary Sewer Easement granted on Chelsea Park Sector 12, as recorded in Instrument 20170307000078780; Instrument 20170307000078790, in the Probate Office of Shelby County, Alabama.
- (15) Restrictions, Covenants, Conditions, Limitations, reservations, Release of Damages and Mineral and Mining Rights appearing of recorded in Instrument 20210318000136570, in the 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 themselves and on behalf of their heirs, 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.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.



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IN WITNESS WHEREOF, the said Grantor has through its duly authorized representative hereunto set its hand and seal this the 29th day of November, 2021.

GRANTOR:  
EDDLEMAN RESIDENTIAL, LLC  
an Alabama limited liability company

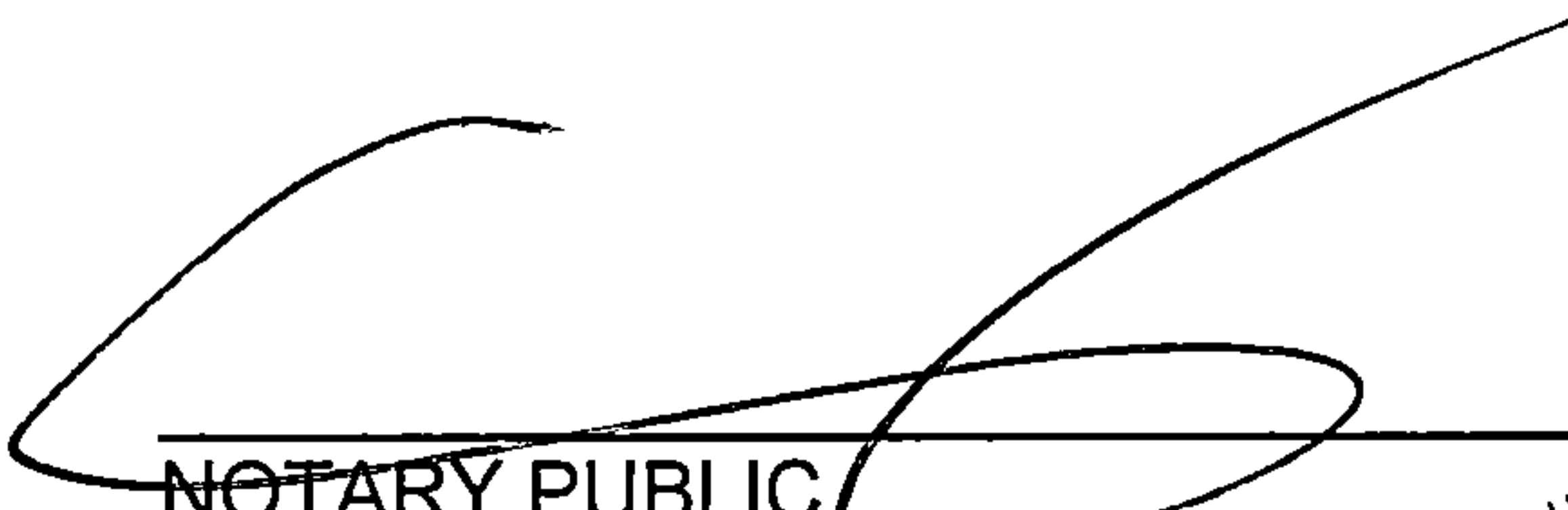
By:   
Douglas D. Eddleman,  
Its President and CEO

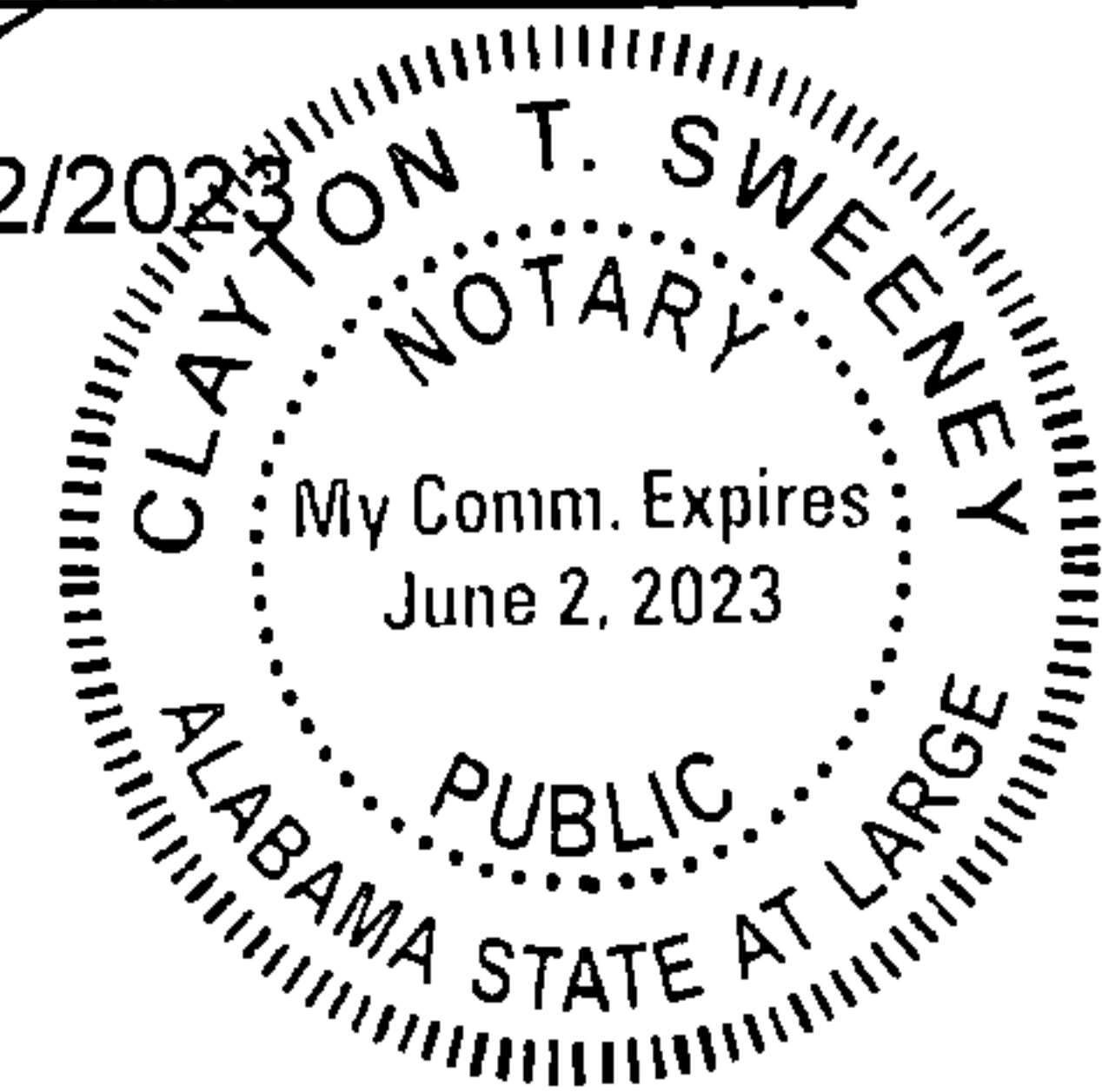
Dennis Michael Kelley and Rachel Elizabeth Kelley  
Lot 12-8 Twelfth Sector

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, 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 President and CEO, 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 of office this the 29th day of November, 2021.

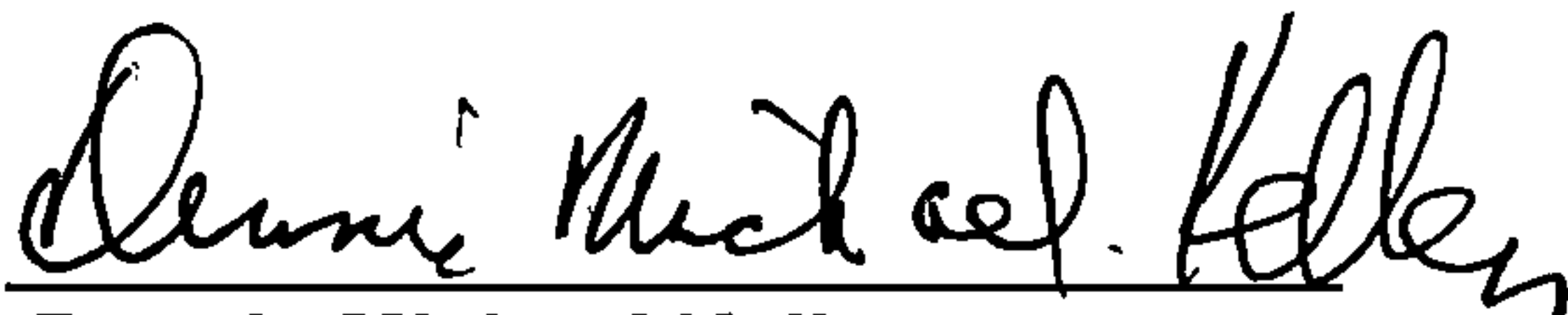
  
NOTARY PUBLIC  
My Commission Expires: 06/02/2023

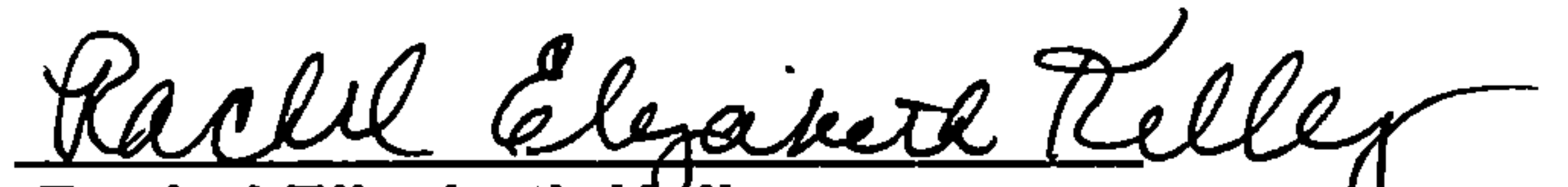




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The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants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

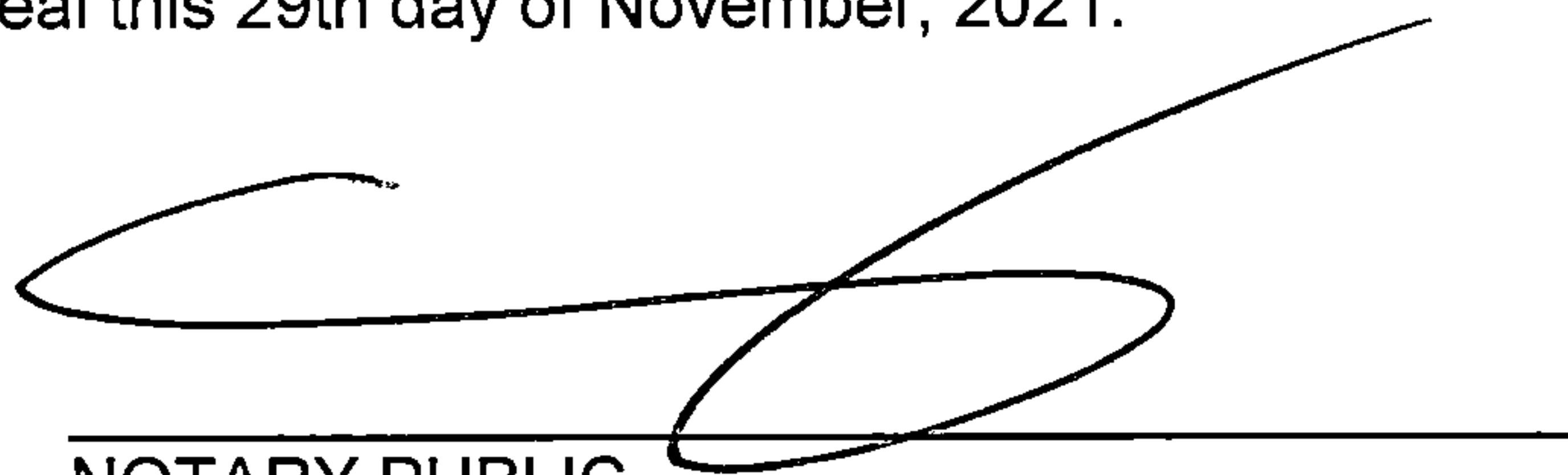
  
Dennis Michael Kelley

  
Rachel Elizabeth Kelley

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Dennis Michael Kelley and Rachel Elizabeth Kelley**, whose names are signed to the foregoing Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of November, 2021.



NOTARY PUBLIC  
My Commission Expires: 06/02/2023



## Real Estate Sales Validation Form

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

|                  |                                                 |                         |                                                   |
|------------------|-------------------------------------------------|-------------------------|---------------------------------------------------|
| Grantor's Name   | Eddleman Residential, LLC                       | Grantee's Name          | Dennis Michael Kelley and Rachel Elizabeth Kelley |
| Mailing Address  | 2700 Hwy. 280, Ste. 425<br>Birmingham, AL 35223 | Mailing Address         | 441 Hamilton Place<br>Chelsea, AL 35043           |
| Property Address | 441 Hamilton Place<br>Chelsea, AL 35043         | Date of Sale            | <u>November 29, 2021</u>                          |
|                  |                                                 | Total Purchase Price    | <u>\$ 364,900.00</u>                              |
|                  |                                                 | or                      | _____                                             |
|                  |                                                 | Actual Value            | <u>\$</u> _____                                   |
|                  |                                                 | or                      | _____                                             |
|                  |                                                 | Assessor's Market Value | <u>\$</u> _____                                   |



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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)

- |                                                       |                                    |
|-------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> Deed      |

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.

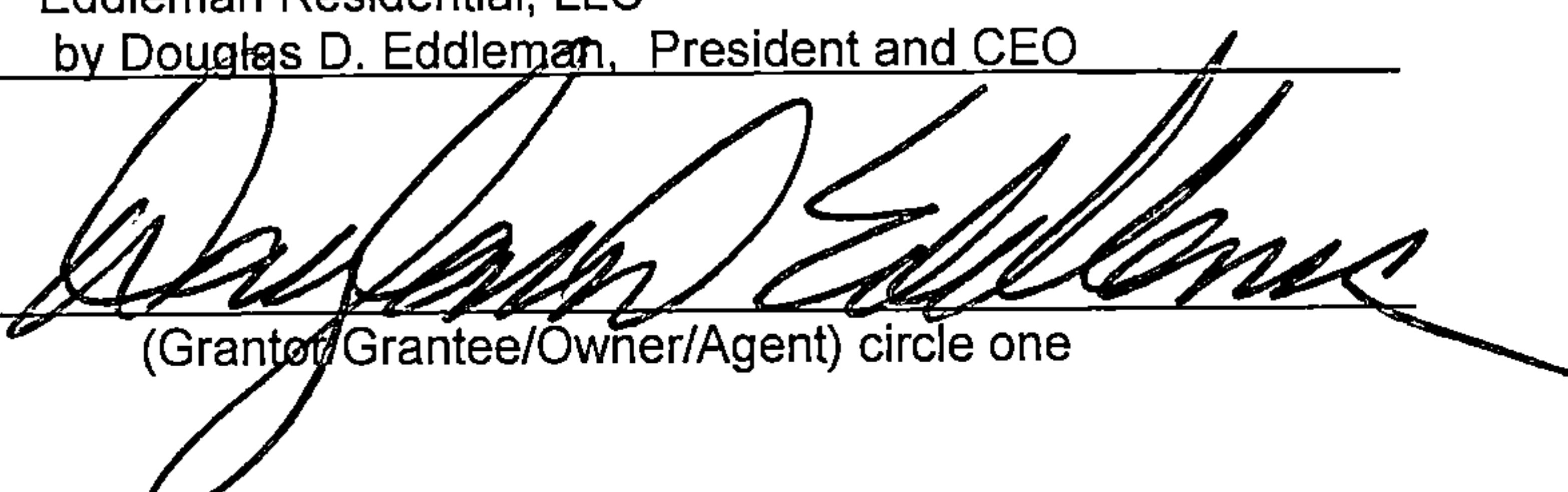
Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

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 _____             | Eddleman Residential, LLC<br>Print <u>by Douglas D. Eddleman, President and CEO</u>                                                    |
| _____<br>Unattested    | Sign <br>(Grantor/Grantee/Owner/Agent) circle one |
| _____<br>(verified by) |                                                                                                                                        |