

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

Send Tax Notice to
Arie C Cartee and
Shellie R McKown
412 Hamilton Place
Chelsea, AL 35043

Shelby County, AL 01/24/2022
State of Alabama
Deed Tax \$114 00



20220124000031820 1/5 \$148 00
Shelby Cnty Judge of Probate, AL
01/24/2022 11 09 07 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Three Hundred Eighty Thousand and NO/100 Dollars (\$380,000.00)** 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 **Arie C. Cartee and Shellie R. McKown** (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 12-29, according to the Survey of Chelsea Park Twelfth Sector, Phase One, as recorded in Map Book 51, Page 19, 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

\$266,000 00 of the consideration was paid from the proceeds of a mortgage loan

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 51, Page 19
- (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

CLAYTON T. SWEENEY, ATTORNEY AT LAW

- (8) Certificate of Incorporation of The Chelsea Park Cooperative District Three, recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama
- (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 Mining Rights appearing of recorded in Instrument 20200609000233240, 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.

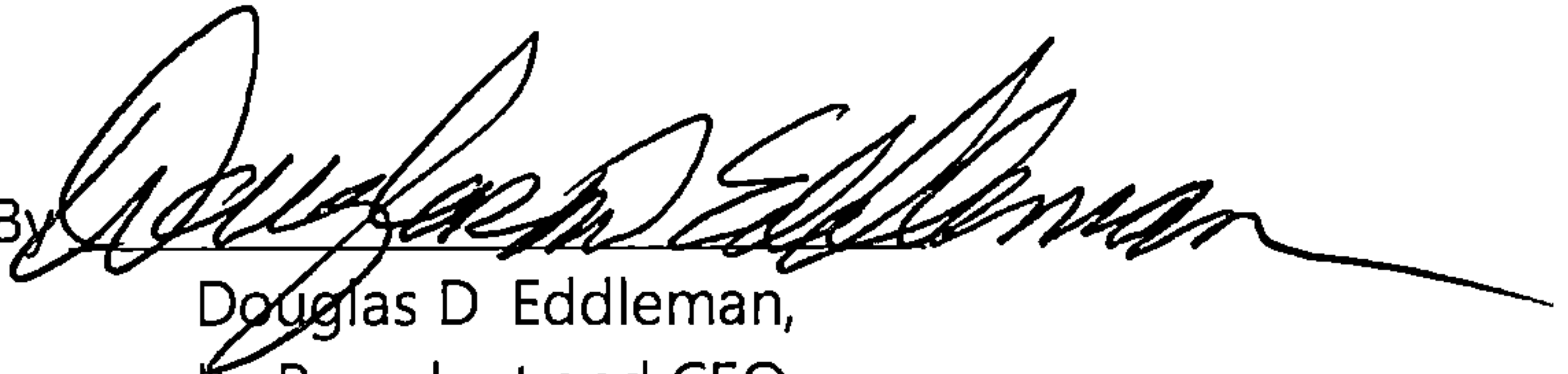
TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple,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



20220124000031820 2/5 \$148 00
Shelby Cnty Judge of Probate, AL
01/24/2022 11 09 07 AM FILED/CERT

IN WITNESS WHEREOF, the said Grantor has through its duly authorized representative hereunto set its hand and seal this the 10th day of January, 2022

GRANTOR
EDDLEMAN RESIDENTIAL, LLC
an Alabama limited liability company

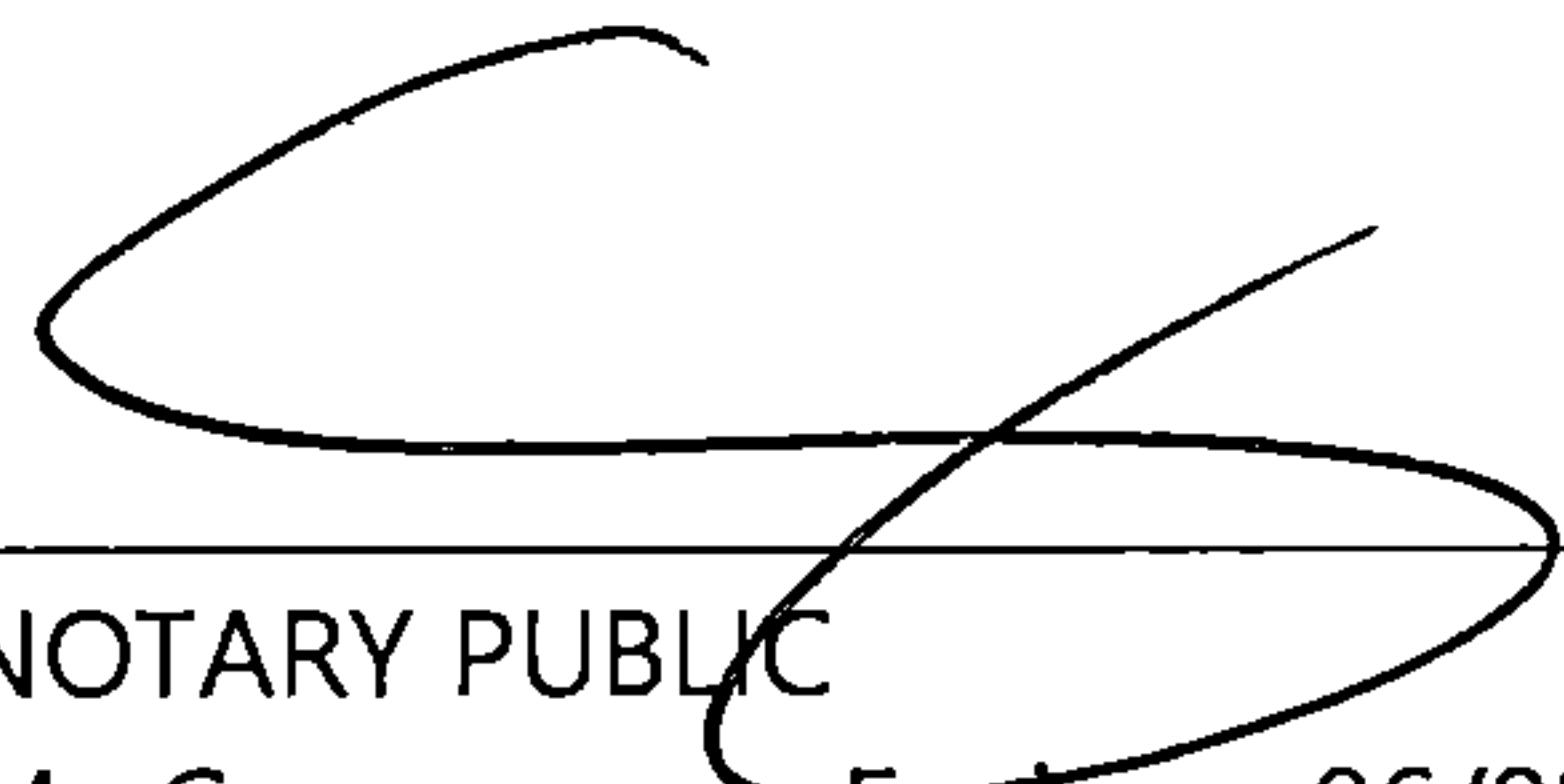
By 
Douglas D Eddleman,
Its President and CEO

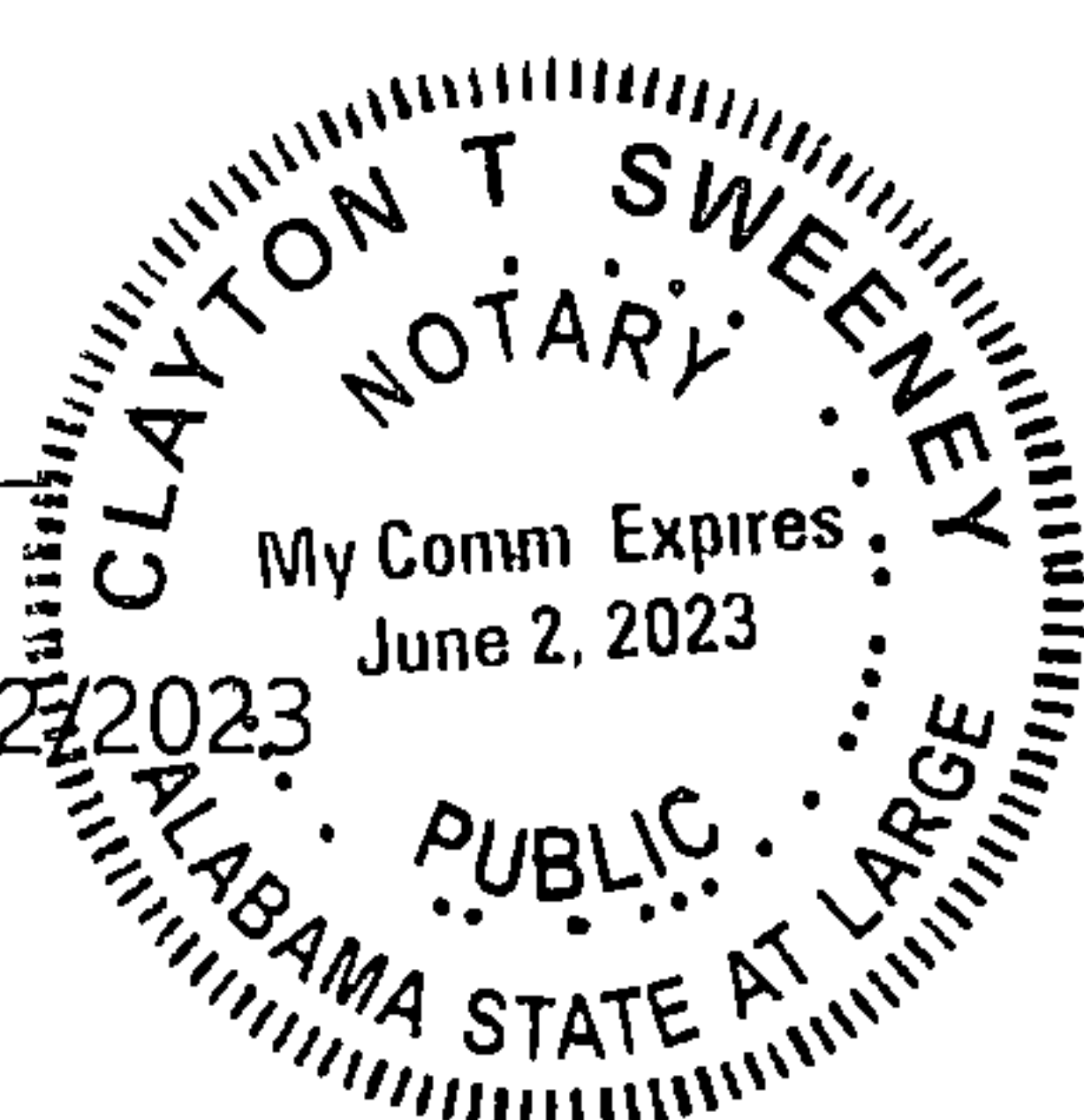
Arie C Cartee and Shellie R McKown
Lot 12-29 Twelfth Sector

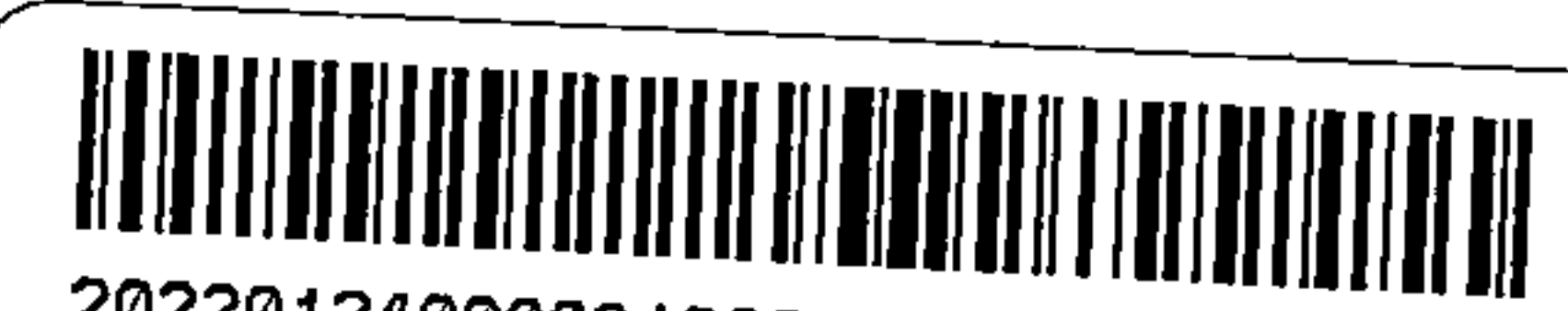
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 10th day of January, 2022


NOTARY PUBLIC
My Commission Expires 06/02/2023




20220124000031820 3/5 \$148 00
Shelby Cnty Judge of Probate, AL
01/24/2022 11 09 07 AM FILED/CERT

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

Arie C. Castle

Arie C. Cartee

Shelli R. McKinn

Shellie R. McKown

By: Shelli B. McHam

**Shellie R. McKown,
His Attorney-in-Fact**

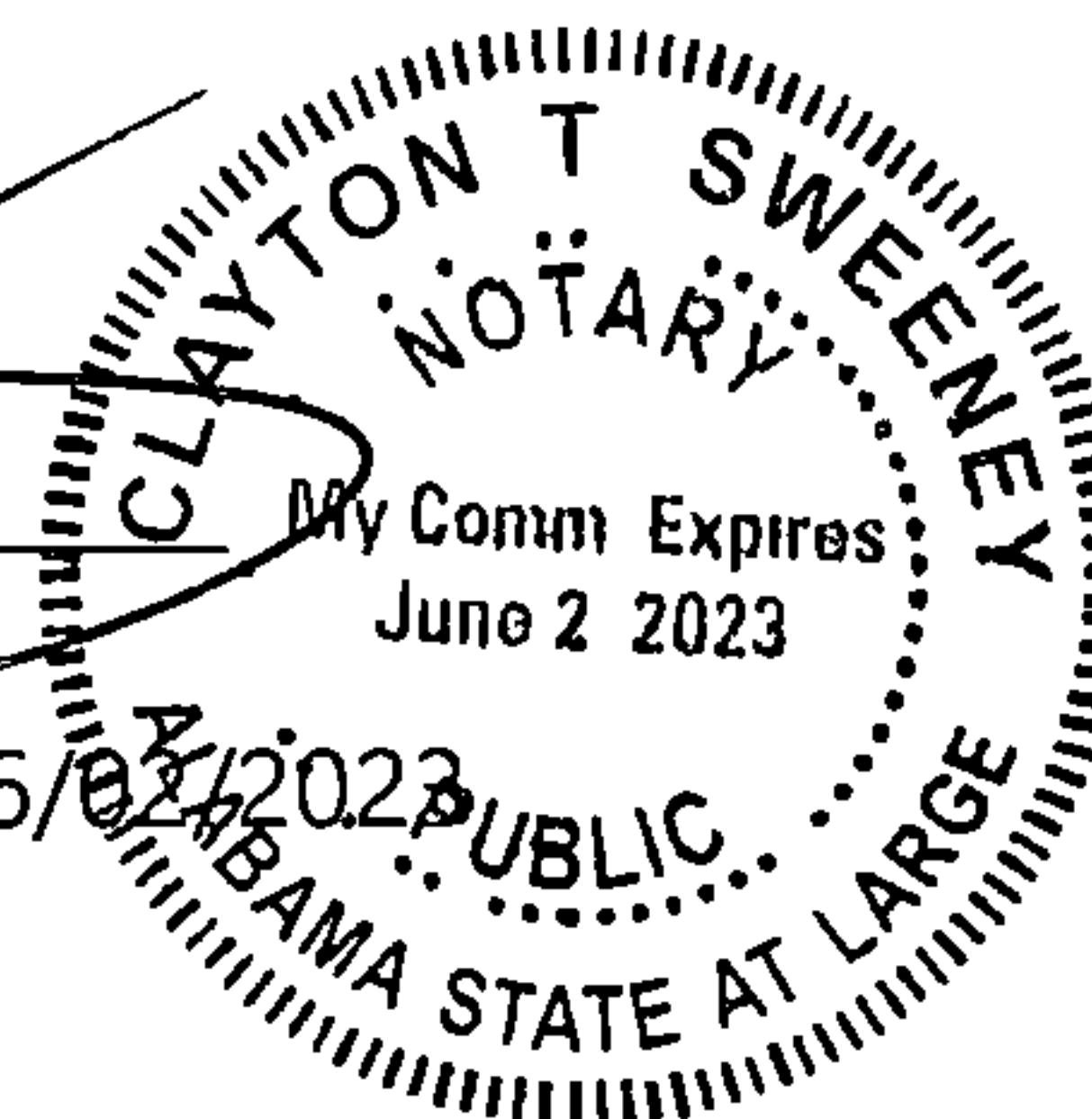
**STATE OF ALABAMA)
COUNTY OF JEFFERSON)**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Shellie R. McKown as Attorney-in-Fact for Arie C. Cartee and Shellie R. McKown**, 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, she, as such attorney-in-fact and individually, executed the same voluntarily on the day the same bears date

Given under my hand and official seal this 10th day of January, 2022

NOTARY PUBLIC

My Commission Expires 06/02/2022



20220124000031820 4/5 \$148 00
Shelby Cnty Judge of Probate, AL
01/24/2022 11 09 07 AM FILED/CERT

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	Arie C Cartee and Shellie R McKown
Mailing Address	2700 Hwy 280, Ste 425 Birmingham, AL 35223	Mailing Address	412 Hamilton Place Chelsea, AL 35043
Property Address	412 Hamilton Place Chelsea, AL 35043	Date of Sale	January 10, 2022
		Total Purchase Price	\$ 380,000 00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$



20220124000031820 5/5 \$148 00
Shelby Cnty Judge of Probate, AL
01/24/2022 11 09 07 AM FILED/CERT

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 |
| ☒ Closing Statement | ☐ 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
Print by Douglas D Eddleman, President and CEO

Unattested
(verified by)

Signature
(Grantor/Grantee/Owner/Agent) circle one