



20220829000336520 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
08/29/2022 10:54:06 AM FILED/CERT

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

Send Tax Notice to:
Ashley H. Surles
Bret L. Surles
1277 Chelsea Park Trail
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Five Hundred Eighty One Thousand Five Hundred Eighty Six and No/100 Dollars (\$581,586.00)** to the undersigned grantor, **Embassy Homes, LLC, an Alabama limited liability company**, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Embassy Homes, LLC, an Alabama limited liability company**, does by these presents, grant, bargain, sell and convey unto **Ashley H. Surles and Bret L. Surles** (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 824, according to the Plat of Chelsea Park, Eighth Sector, Phase Three, as recorded in Map Book 54, Page 2, 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, filed for record in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 8th Sector, as recorded in Instrument No. 20151230000442860 (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.

All 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) Easement(s), building line(s) and restrictions of record or as shown on recorded map.
- (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- (4) 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.
- (5) Notice of Final Assessment of Real Property due and payable to Chelsea Park Improvement District Three, as recorded in Instrument No. 20050209000065540. Such potential assessments constitute a priority lien on subject property created by Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act") and evidenced via Resolution and Assessment Report being filed with the City of Chelsea.
- (6) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District Three Articles of Incorporation as recorded in Instrument No. 20041223000699640, in said Probate Office.
- (7) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in Instrument recorded in Instrument No. 20041014000566950 and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park Eighth Sector recorded in Instrument No. 20151230000442860 in the Probate Office of Shelby County, Alabama.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No. 20050714000353260.



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- (9) Transmission line permit to Alabama Power Company as recorded in Deed Volume 112, Page 111, in said Probate Office.
- (10) Memorandum of Sewer Service Agreements regarding Chelsea Park with Double Oak Reclamation, LLC as recorded in Instrument 20121107000427750, in said Probate Office.
- (11) Easement granted to Alabama Power Company, recorded in Instrument No. 20071029000498200, in the Probate Office of Shelby County, Alabama.
- (12) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company, as recorded in Instrument No. 20151105000384560 in the Probate Office of Shelby County, Alabama.
- (13) Articles of Incorporation of Chelsea Park Residential Association, Inc., recorded in Inst. No. 200413/8336, in the Probate Office of Jefferson County, Alabama.
- (14) Articles of Incorporation of the Chelsea Park Improvement District Three, recorded in Instr. No. 20041223000699640, in the Probate Office of Shelby County, Alabama.
- (15) Restrictions, Covenants, Conditions, Reservations, Easements, Release of Damages and Mineral and mining rights and rights incident thereto recorded in Instrument 20210621000300370, in the Probate Office of Shelby County, Alabama.

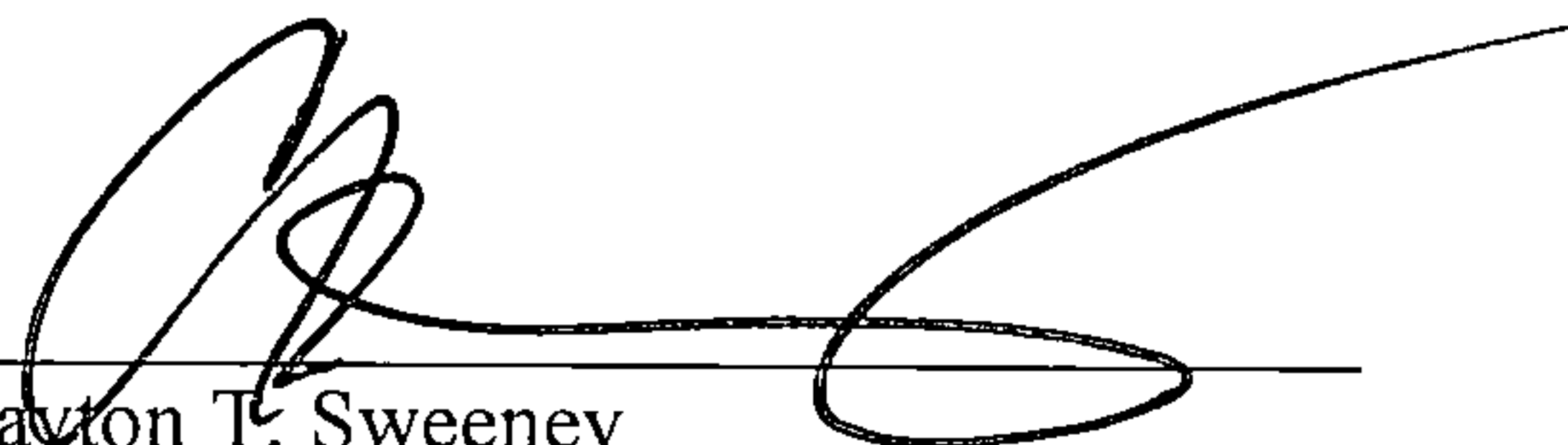
TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple,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

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized Closing Manager this 22nd day of August, 2022.

GRANTOR:

Embassy Homes, LLC
an Alabama limited liability company

By:


Clayton T. Sweeney

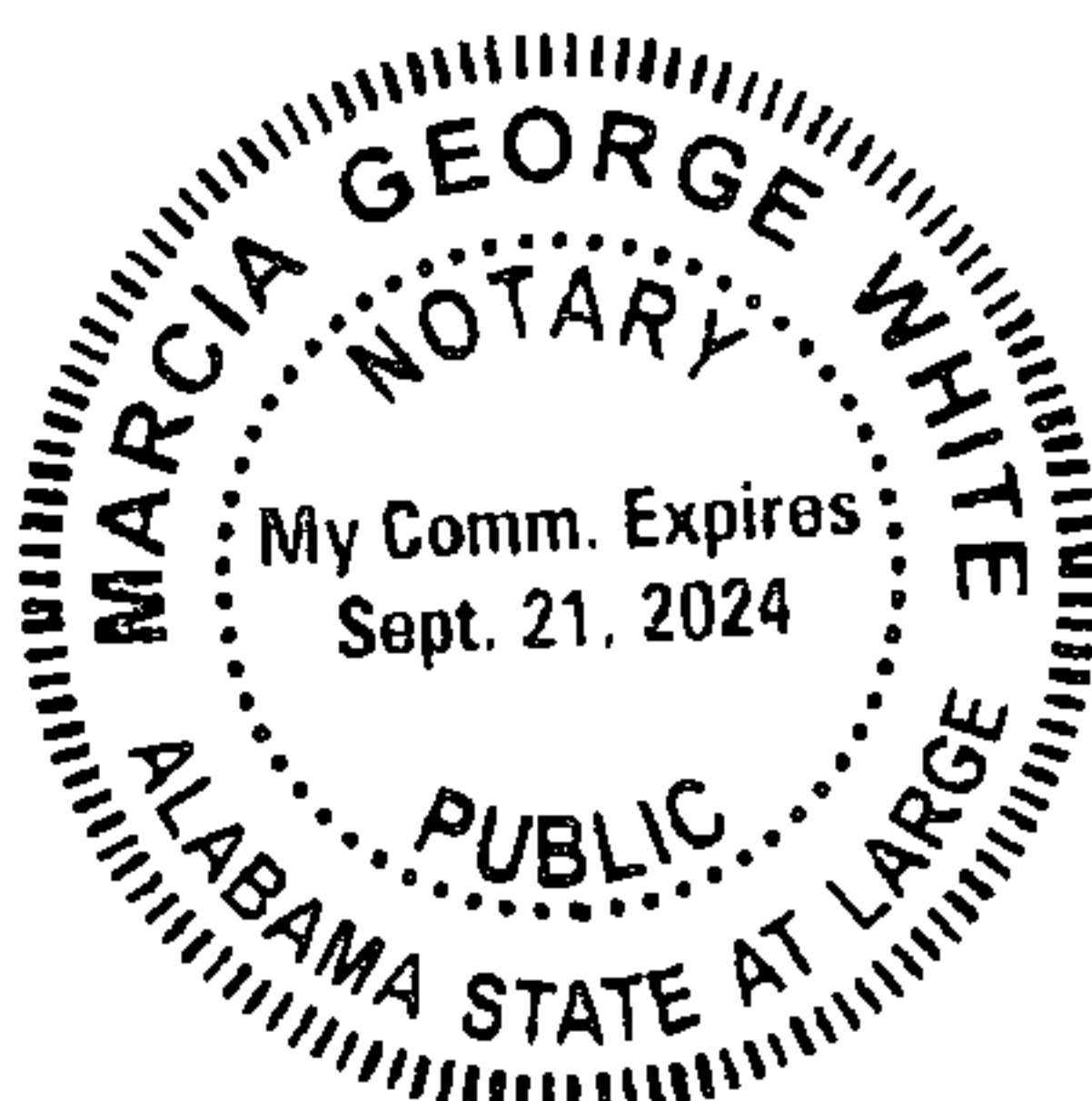
Its: Closing Manager

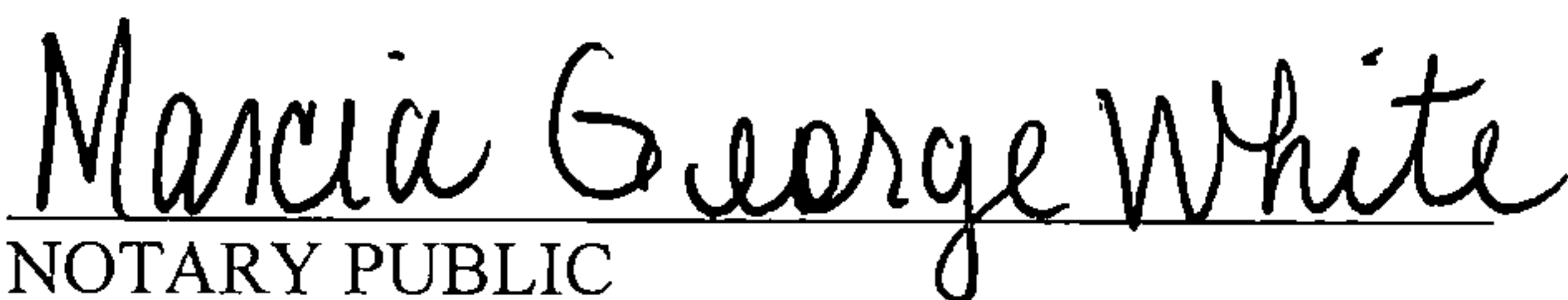
Ashley H. Surles and Bret L. Surles
Lot 824 Chelsea Park 8th Sector PH 3

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Clayton T. Sweeney, whose name as Closing Manager for Embassy Homes, 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 Manager, 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 22nd day of August, 2022.




NOTARY PUBLIC

My Commission Expires: 09-21-2024

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975,



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Grantor's Name Embassy Homes, LLC
Mailing Address 5406 Hwy. 280, Ste. C101
Birmingham, AL 35242
Property Address 1277 Chelsea Park Trail
Chelsea, AL 35043

Grantee's Name Ashley H. Surles and
Bret L. Surles
Mailing Address 1277 Chelsea Park Trail
Chelsea, AL 35043

Date of Sale August 22, 2022

Total Purchase Price \$ 581,586.00

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
☐ 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 _____

Embassy Homes, LLC
Print by: Clayton T. Sweeney, Closing Manager

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one