


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

Send Tax Notice to:
Charles J. Sawyer and Shirley R. Sawyer
1077 Evan Circle
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)


20120705000236930 1/4 \$66.00
Shelby Cnty Judge of Probate, AL
07/05/2012 03:42:26 PM FILED/CERT

STATUTORY WARRANTY DEED

Shelby County, AL 07/05/2012
State of Alabama
Deed Tax:\$45.00

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Twenty Two Thousand Nine Hundred and NO/100 Dollars (\$222,900.00) to the undersigned grantor, **EDDLEMAN HOMES, LLC**, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **EDDLEMAN HOMES, LLC**, an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto **CHARLES J. SAWYER** and **SHIRLEY R. SAWYER** (hereinafter referred to as "Grantee", whether one or more), as joint tenants with the right of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 11-18, according to the Plat of Chelsea Park, 11th Sector, as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to the 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 as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 10th Sector, filed for record as Instrument No. 20070831000411450 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

\$178,320.00 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, 2012.
- (2) Building and setback lines of 15 feet as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama.
- (3) 15 foot easement along rear lot line as per plat.
- (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 11th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450 in the Probate Office of Shelby County,

Alabama.

- (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) Easement to Alabama Power Company as recorded in Instrument No. 20050203000056190 in the Probate Office of Shelby County, Alabama.

This conveyance is made with the express reservation and condition that by the acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Park Homes, LLC, Eddleman Properties, Inc., Eddleman Homes, LLC (Grantor herein), Chelsea Park, Inc. and their respective 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. 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 the term Grantor shall mean and refer to (i) the partners, agents and employees of Grantor; (ii) the members, officers, directors, employees and agents of Grantor; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.

TO HAVE AND TO HOLD to the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in the fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common. And said Grantor does for itself, its successors and assigns covenant with said Grantees, their heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 28th day of June, 2012.

SELLER:

EDDLEMAN HOMES, LLC
an Alabama Limited Liability Company

By: 

Douglas D. Eddleman,
Its Managing Member

Chelsea Park - 11th Sector
Lot 11-18, Charles J. Sawyer and Shirley R. Sawyer



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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 Managing Member of Eddleman 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 managing partner, 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 28th day of June, 2012.



NOTARY PUBLIC

My Commission expires: 6/5/2015



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

Charles J. Sawyer Jr.
Charles J. Sawyer

Shirley R. Sawyer
Shirley R. Sawyer

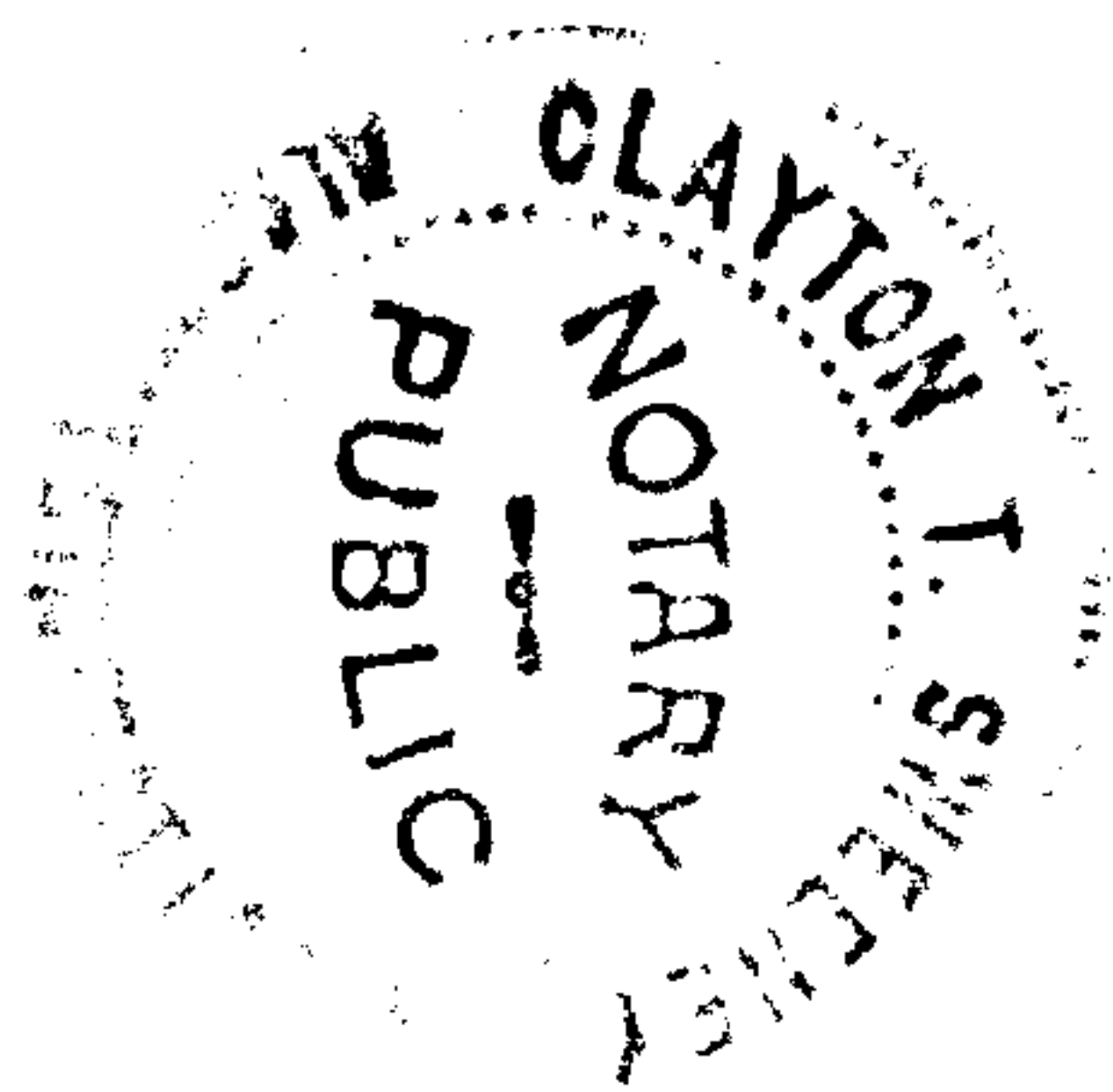
STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles J. Sawyer and Shirley R. Sawyer, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of June, 2012.

[Signature]
NOTARY PUBLIC

My Commission expires: 6/5/2015




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