

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

Send Tax Notice to:  
Maria Rosario Cumagun  
1001 Edgewater Lane  
Chelsea, Alabama 35043

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Eighty Two Thousand and No/100 Dollars (\$282,000.00) to the undersigned grantor, **PARK HOMES, LLC**, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **PARK HOMES, LLC**, an Alabama Limited Liability Company, does by these presents, grant, bargain, sell and convey unto **Maria Rosario Cumagun**, (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 10-27, according to the Plat of Chelsea Park, 10th Sector, as recorded in Map Book 37, Page 12, in the Probate Office 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, executed by the Grantor and file 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 executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument No. 20061108000548430, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").


Mineral and mining rights excepted.

\$225,600.00 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, 2013.
- (2) Building setback lines of 15 feet as recorded in Map Book 37, Page 12, in the Probate Office of Shelby County, Alabama.
- (3) Public utility easements as shown by recorded plat.
- (4) 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, along with Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Instrument No. 200413 at Page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park 10th Sector, as recorded in Instrument No. 20061108000548430, in the Probate Office of Shelby County, Alabama.
- (5) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 112, Page 111, in the Probate Office.
- (6) Easement to Bellsouth as recorded in Instrument No. 20060630000315710 in the Probate Office of Shelby County, Alabama.
- (7) Grant of land easement and restrictive covenants in favor of Alabama Power Company as recorded in Instrument No. 20060828000422390 and Instrument No. 20060828000422470 in the Probate Office of Shelby County, Alabama.
- (8) All minerals within and underlying the premises not owned by Grantor, including without limitation, the mineral and mining rights and other rights, privileges and immunities relating thereto, set out in Instrument No. 1997-9552, Instrument No. 2000-94450, and corrected in Instrument No. 2001-27341 in said Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

  
20130722000295770 1/4 \$77.50  
Shelby Cnty Judge of Probate, AL  
07/22/2013 09:57:36 AM FILED/CERT

Shelby County, AL 07/22/2013  
State of Alabama  
Deed Tax: \$56.50



- (9) Restrictions, limitations, conditions and other provisions as set out in Map Book 37, Page 12 in the Probate Office of Shelby County, Alabama.
- (10) Conservation Easement and Declaration of Restrictions and Covenants as recorded as Instrument No. 20041228000703990.
- (14) Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that 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 or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be 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 in its present "AS IS" condition. 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 general partners of Grantor or partners thereof; (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, forever. And said Grantor does for itself, its successors and assigns covenant with said Grantees, his/her 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, his/her heirs, executors and assigns forever, against the lawful claims of all persons.

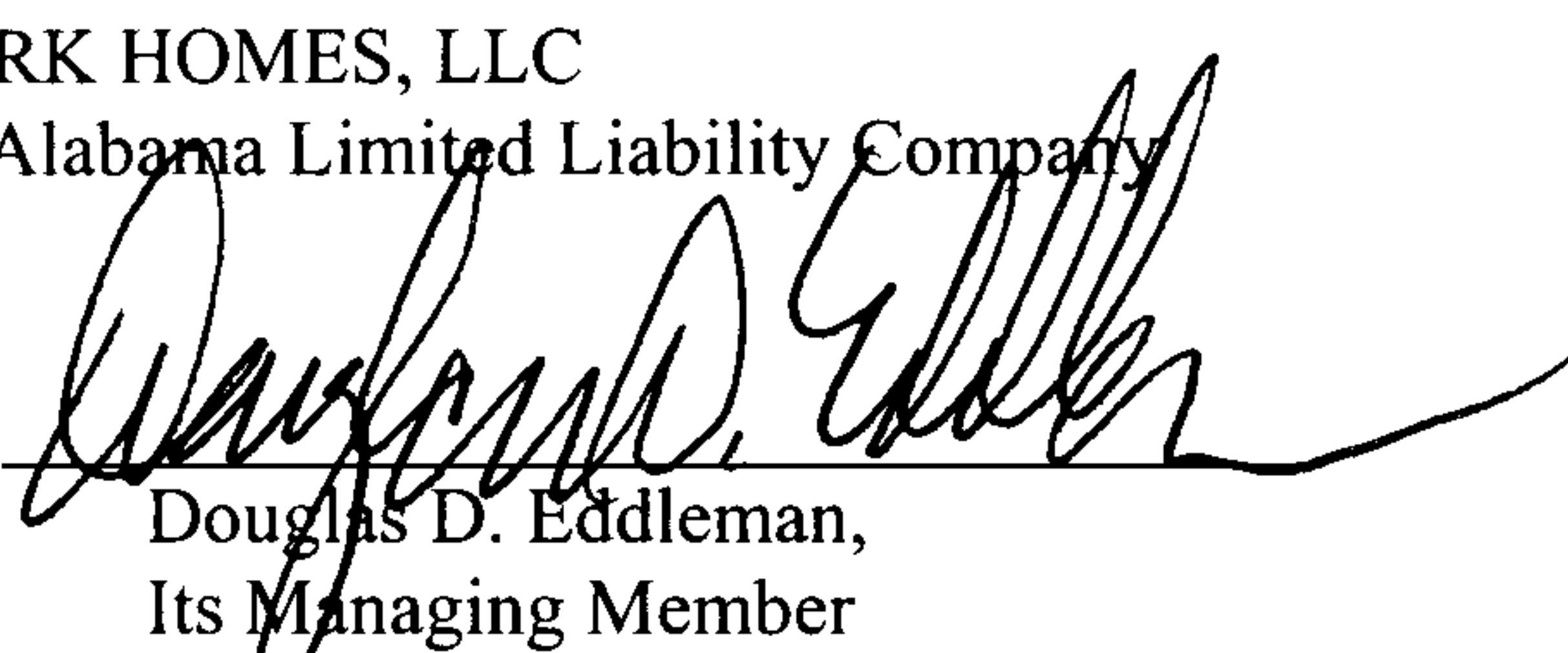
**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 12th day of July, 2013.

SELLER:

PARK HOMES, LLC

an Alabama Limited Liability Company

By:

  
Douglas D. Eddleman,  
Its Managing Member

CHELSEA PARK - 10TH SECTOR  
LOT 10-27 - Maria Rosario Cumagun,

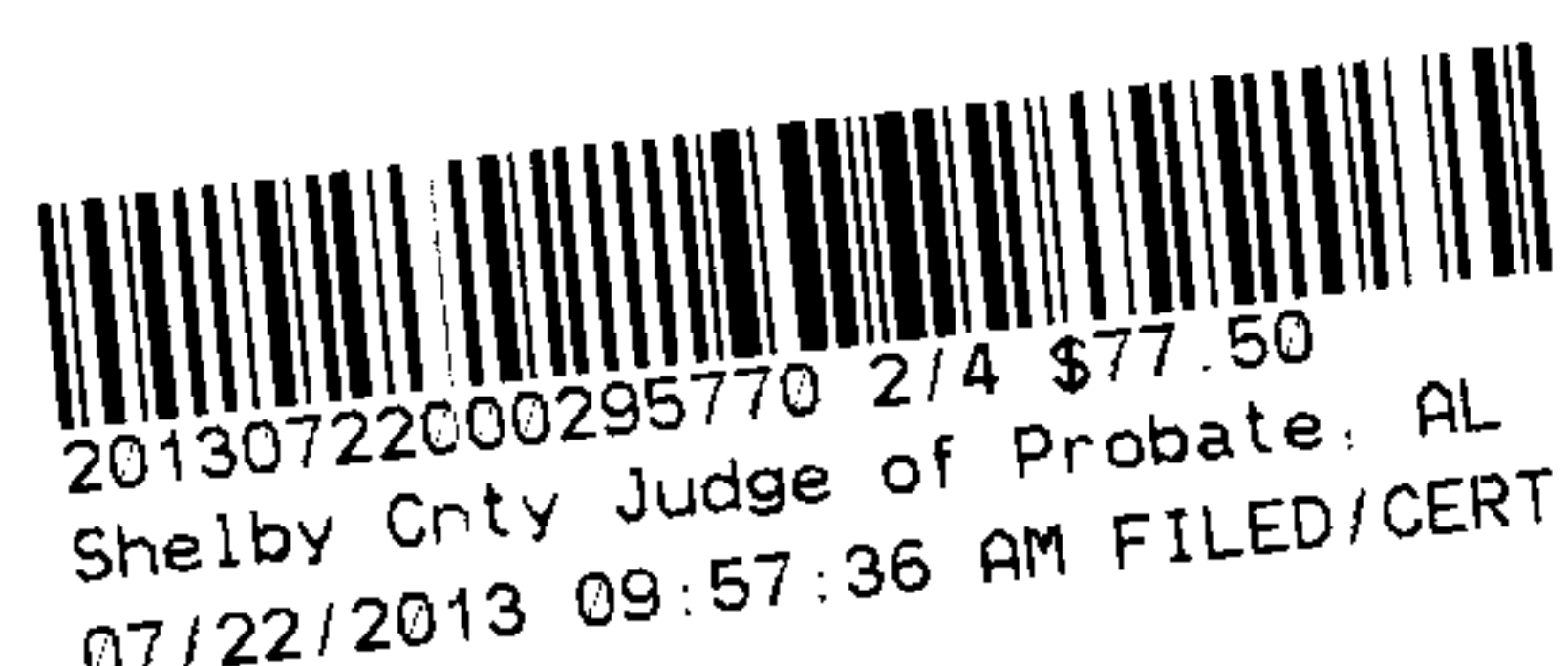
STATE OF ALABAMA       )  
COUNTY OF JEFFERSON )

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 Park 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 Member, 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 12th day of July, 2013.

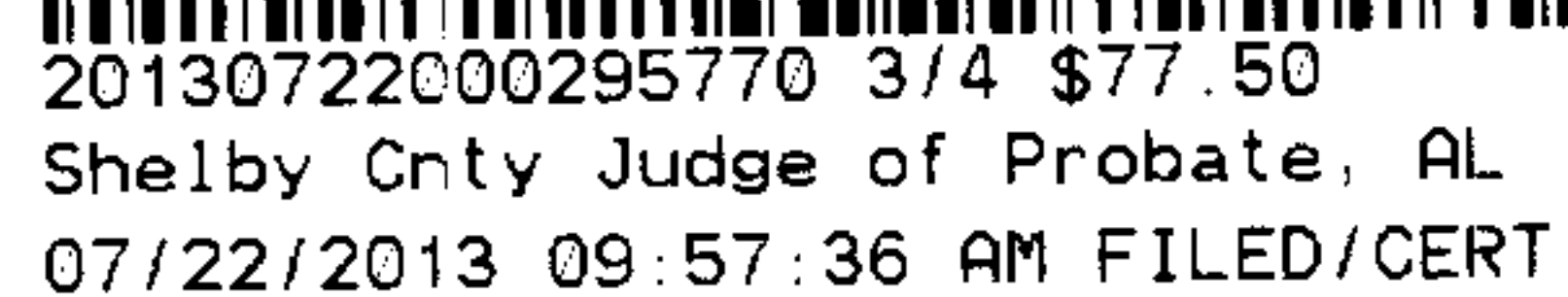
  
NOTARY PUBLIC

My Commission expires: 6/5/2015



Maria Rosario Cumagun  
Maria Rosario Cumagun

ALABAMA STATE





# Real Estate Sales Validation Form

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

Grantor's Name Park Homes, LLC  
Mailing Address 2700 Hwy. 280 E., Ste. 425  
Birmingham, AL 35223

Grantee's Name Maria Rosario Cumagun  
Mailing Address 1001 Edgewater Lane  
Chelsea, AL 35043

Property Address 1001 Edgewater Lane  
Chelsea, AL 35043

Date of Sale July 12, 2013  
Total Purchase Price \$ 282,000.00

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ \_\_\_\_\_



20130722000295770 4/4 \$77.50  
Shelby Cnty Judge of Probate, AL  
07/22/2013 09:57:36 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  
☐ Sales Contract  
☒ Closing Statement

☐ Appraisal  
☐ Other

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 \_\_\_\_\_

Print Park Homes, LLC  
by Douglas D. Eddleman, Managing Member

☐ Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1