

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

Send Tax Notice to:  
Angie Gongwer  
4945 Hawthorne Place  
Chelsea, Alabama 35043

Shelby County, AL 10/04/2013  
State of Alabama  
Deed Tax: \$9.00

**STATE OF ALABAMA     )**  
**COUNTY OF SHELBY    )**

## STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Two Hundred Twelve Thousand Nine Hundred and No/100 Dollars (\$212,900.00) 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 **ANGIE GONGWER**, an Alabama limited liability company, (hereinafter referred to as "Grantees"), the following described real estate (the "Property"), situated in Shelby County, Alabama, to-wit:

Lot 6-39A, according to the Survey of Chelsea Park 6th Sector, Resurvey, as recorded in Map Book 43, Page 63 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, executed by the Grantor and file for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 3rd Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566970, and Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 6<sup>th</sup> Sector, as recorded in Instrument No. 2011113000360960, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").


\$204,102.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This instrument is executed as required by the Articles of organization and operational agreement of said Grantor and same have not been modified or amended.

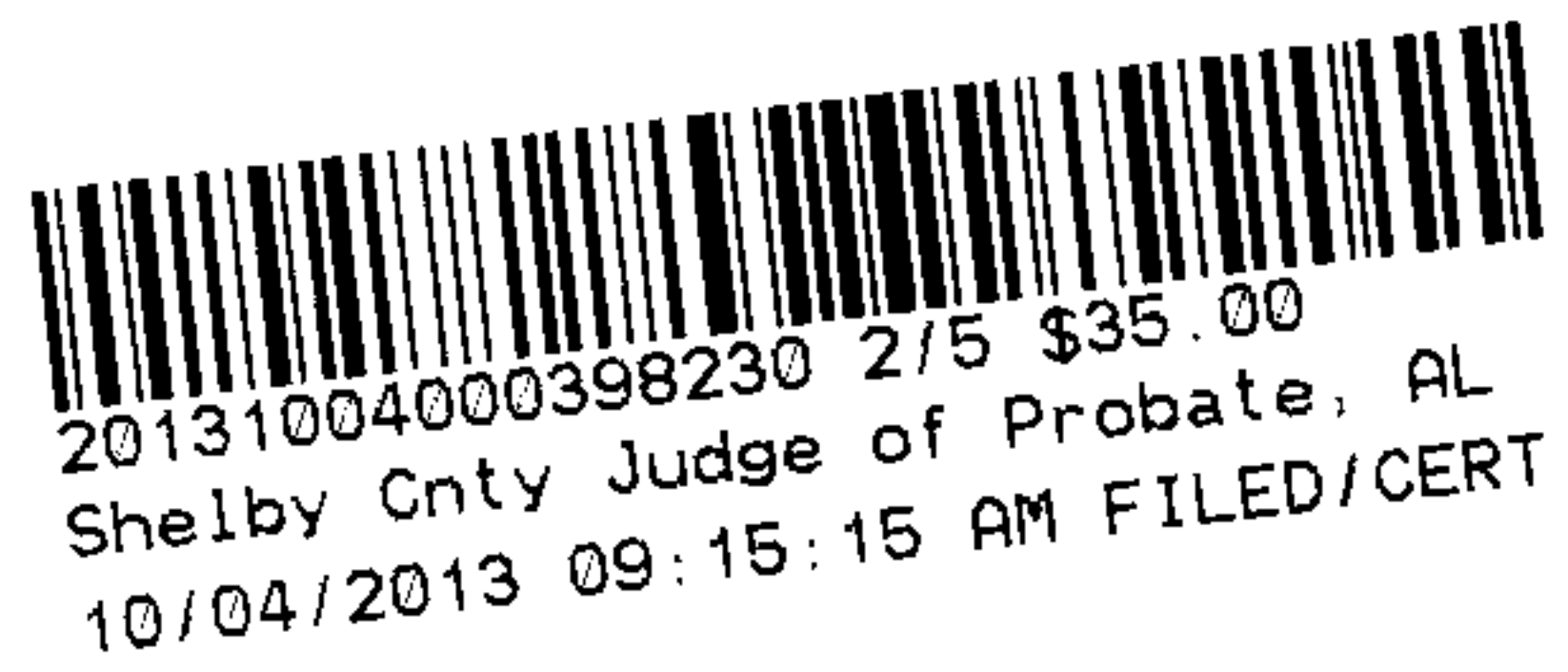
The above Property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2013 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restriction(s) as shown on recorded maps.
- (3) Easement to Level 3 Communications, LLC, recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671 in the Probate Office of Shelby County, Alabama (the "said Probate Office").
- (4) Easement to Colonial Pipeline Company as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 in said Probate Office.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

  
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Shelby Cnty Judge of Probate, AL  
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- (5) Easements, covenants, conditions, restrictions and reservations and agreements as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (6) Notice of Final Assessment of Real Property by the Chelsea Park Improvement District One, as recorded in Instrument No. 20050209000065520 in said Probate Office.
- (7) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District One Articles of Incorporation as recorded in Instrument No. 20041223000699620 in said Probate Office.
- (8) 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 6<sup>th</sup> Sector, as recorded in Instrument No. 2006-351160, together with Supplementary Declaration for Chelsea Park 6<sup>th</sup> Sector, Third Addition, as recorded in Instrument No. 20111122000354260; Supplementary Declaration for Chelsea Park 6<sup>th</sup> Sector, Fourth Addition, as recorded in Instrument No. 20111122000354280; Supplementary Declaration for Chelsea Park 6<sup>th</sup> Sector, Fifth Addition, as recorded in Instrument No. 20111122000354300; and Supplementary Declaration for Chelsea Park 6<sup>th</sup> Sector, as recorded in Instrument No. 20111123000355310, and Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chelsea Park 6<sup>th</sup> Sector, as recorded in Instrument No. 20111130000360960, all in the Probate Office of Shelby County, Alabama.
- (9) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and 20051222000659740 in said Probate Office.
- (10) Right of way granted to Alabama Power Company recorded in Instrument No. 20060630000314940; Instrument No. 20050203000056210 and Instrument No. 20060828000422650 in said Probate Office.
- (11) Mineral and mining rights, including but not limited to, title to all minerals within and underlying the premises, together with all oil and mineral rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in said Probate Office.
- (12) Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Instrument No. 20061229000634390 in said Probate Office.
- (13) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460.
- (14) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No. 20050714000353260.
- (15) Conservation Easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 2003122200082280; Instrument No. 20041228000703980; and Instrument No. 20041228000703990.

- (16) Easement Agreement between Chelsea Park Investments, Ltd. Chelsea Park, Inc. and Chelsea Park Properties, Ltd., as set forth in Instrument No. 20040816000457750.
- (17) Release of damages as recorded in Instrument No. 20060424000189000 and Instrument No. 20060720000351150, and Instrument No. 20110915000274030.
- (18) Ratification of recorded plat on 6th Sector 5<sup>th</sup> Addition Map Book 42, Page 120, and supplemental Declaration, as recorded in Instrument No, 2011-35429.
- (19) Ratification of recorded plat on the 6<sup>th</sup> Sector 4<sup>th</sup> Addition Map Book 42, Page 119 and supplemental Declaration, as recorded in Instrument No. 2011-35427.
- (20) Restrictive Covenants and grant of land easements to Alabama Power Company recorded in Instrument No. 20060828000422540 (Sector 6 Phase I) and Instrument No. 20060630000314940.
- (21) Sewer Service Agreement recorded in Instrument No. 2012/42775.

Subject to the terms contained in this Deed, 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.


**TO HAVE AND TO HOLD**, the Property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement unto the said Grantee, its successors and assigns, in fee simple, forever.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this 20<sup>th</sup> day of September, 2013.

GRANTOR:  
EMBASSY HOMES, LLC  
an Alabama limited liability company

By:   
R. CLARK PARKER,  
Its Managing Member

Chelsea Park  
Lot 6-39A Chelsea Park 6<sup>th</sup> Sector

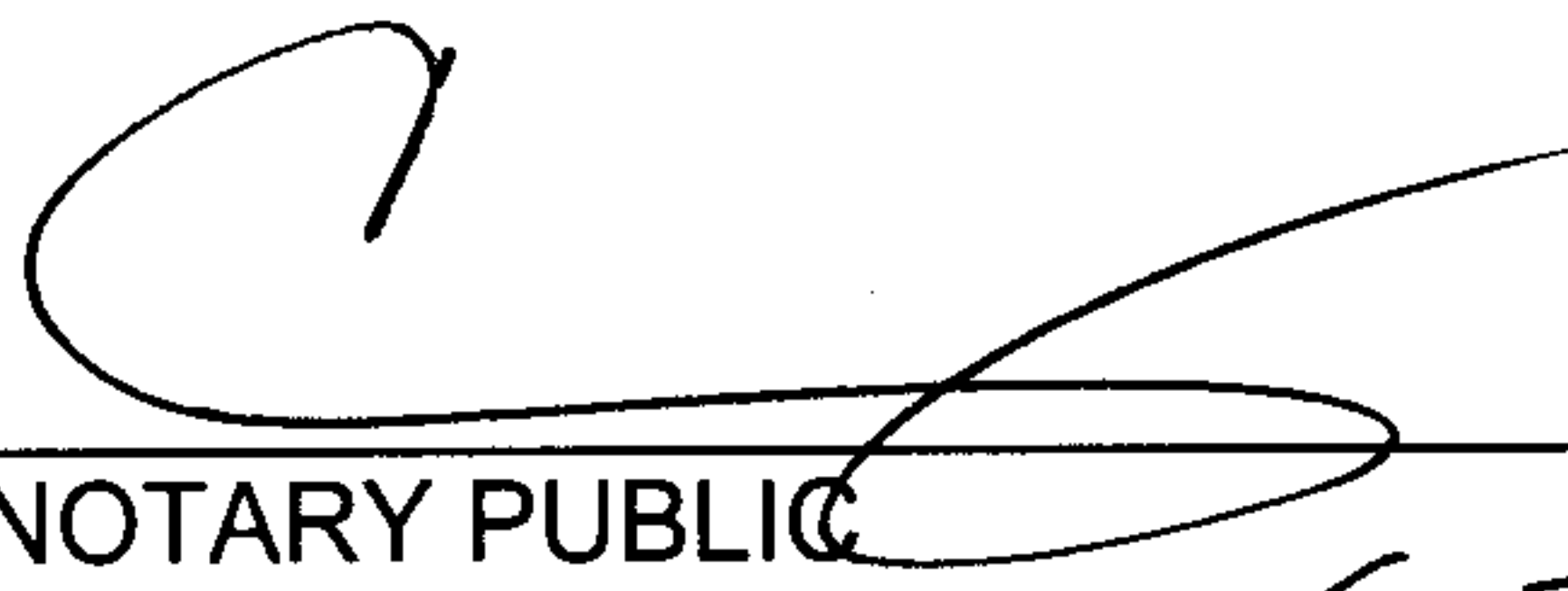
  
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STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

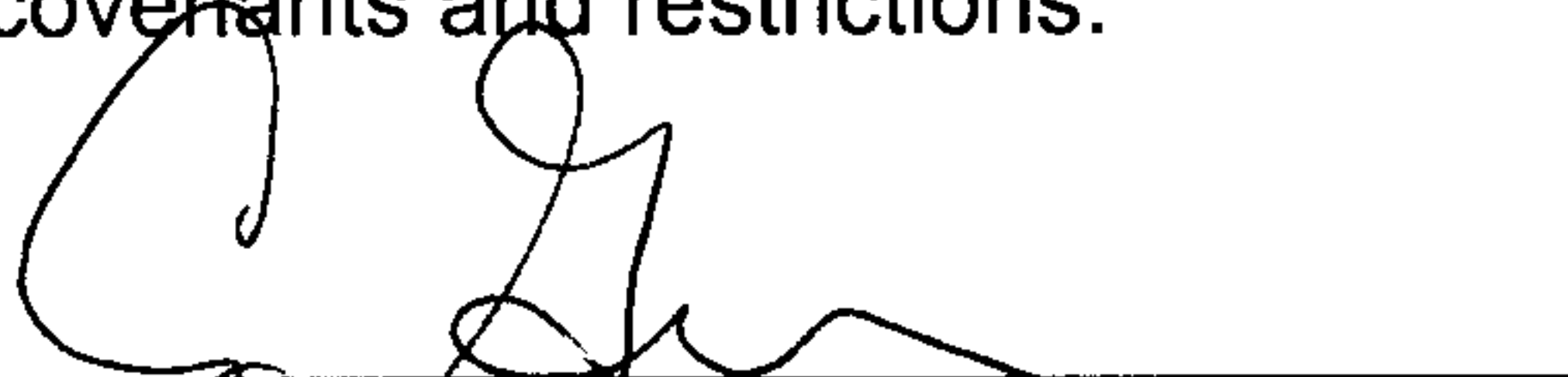
I, the undersigned, a Notary Public in and for said County in said State hereby certify that r. Clark Parker, whose name as Managing Member of Embassy Homes, LLC, an Alabama limited liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such 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 20<sup>th</sup> day of September, 2013.

  
NOTARY PUBLIC  
My Commission expires: 6-5-2015




The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, her heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

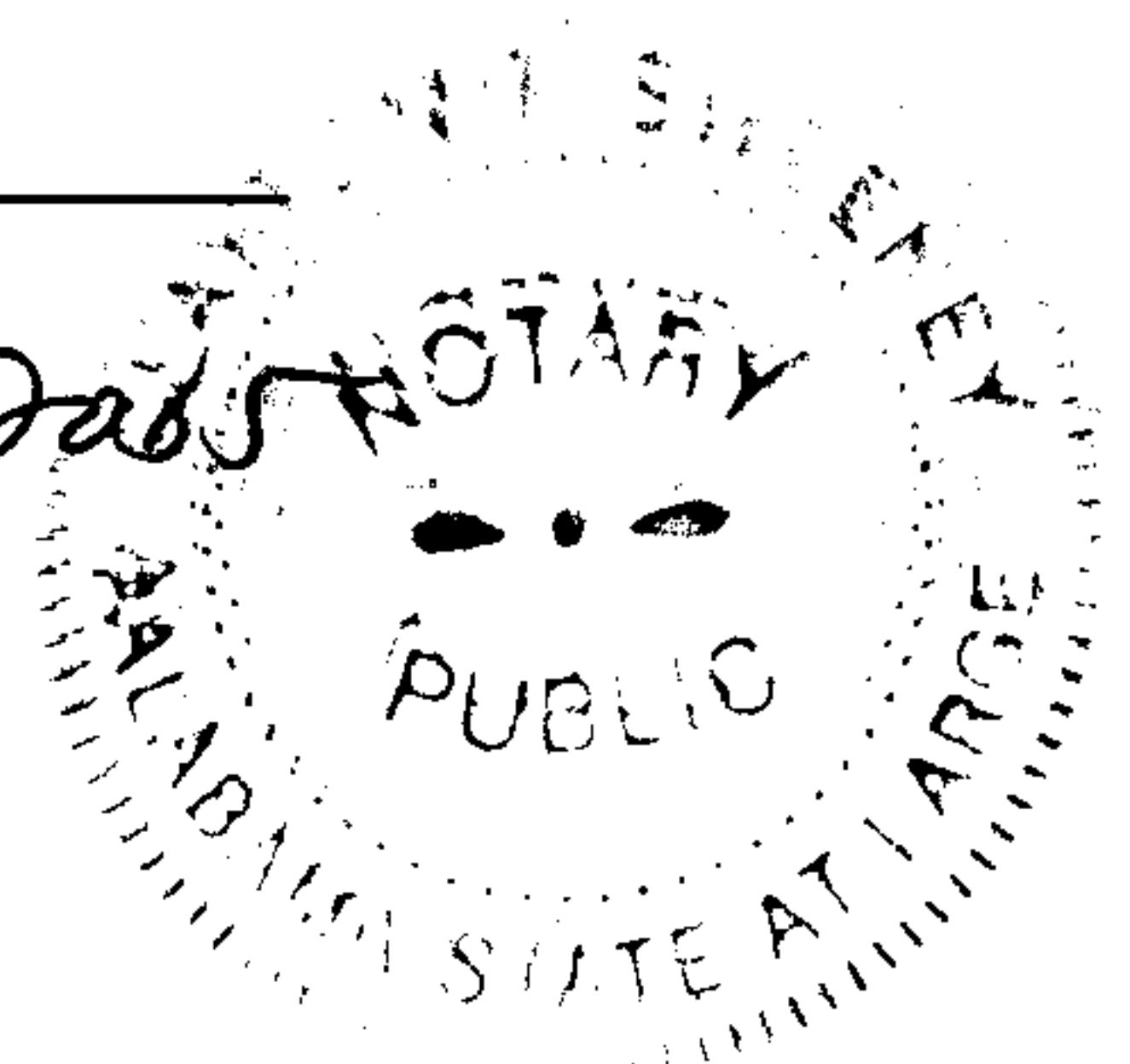
  
Angie Gongwer, Grantee


STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Angie Gongwer, whose name 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, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20<sup>th</sup> day of September, 2013.

  
NOTARY PUBLIC  
My Commission expires: 6-5-2015



  
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# Real Estate Sales Validation Form

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

Grantor's Name Embassy Homes, LLC  
Mailing Address 5406 Highway 280 Suite C101  
Birmingham, AL 35242

Grantee's Name Angie Gongwer  
Mailing Address 4945 Hawthorne Place  
Chelsea, AL 35043

Property Address 4945 Hawthorne Place  
Chelsea, AL 35043

Date of Sale September, 2013  
Total Purchase Price \$212,900.00



20131004000398230 5/5 \$35.00  
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10/04/2013 09:15:15 AM FILED/CERT

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 ☐ Appraisal  
☐ Sales Contract ☐ Other  
☒ Closing Statement

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 Embassy Homes, LLC  
by R. Clark Parker, Managing Member

☐ Unattested \_\_\_\_\_ Sign [Signature]  
(verified by) (Grantor) Grantee/Owner/Agent) circle one

Form RT-1