


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

Send Tax Notice to:
David B. Barnes, Jr. and Carolyn S. Barnes
1072 Evan Circle
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)


20131206000472420 1/4 \$113.00
Shelby Cnty Judge of Probate, AL
12/06/2013 11:53:41 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Fifty Nine Thousand Nine Hundred and No/100 Dollars (\$259,900.00) 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 **David B. Barnes, Jr. and Carolyn S. Barnes** (hereinafter referred to as "Grantees", 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 11-16, 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; being situated in Shelby County, Alabama (the "Property").

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.

\$170,000.00 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, 2014.
- (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.

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,

Shelby County, AL 12/06/2013
State of Alabama
Deed Tax:\$90.00

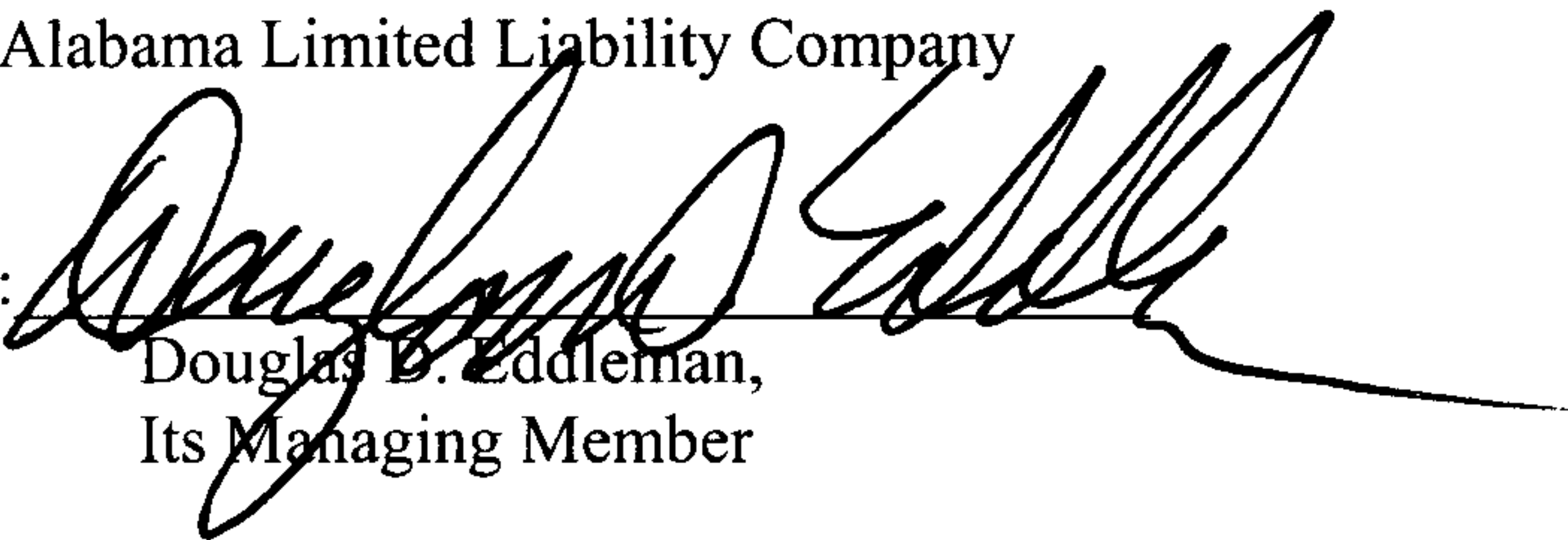
CLAYTON T. SWEENEY, ATTORNEY AT LAW

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, 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 21st day of November, 2013.

SELLER:
EDDLEMAN HOMES, LLC
an Alabama Limited Liability Company


By: 
Douglas B. Eddleman,
Its Managing Member


Chelsea Park - 10th Sector
Lot 11-16 - David B. Barnes, Jr., Carolyn S. Barnes

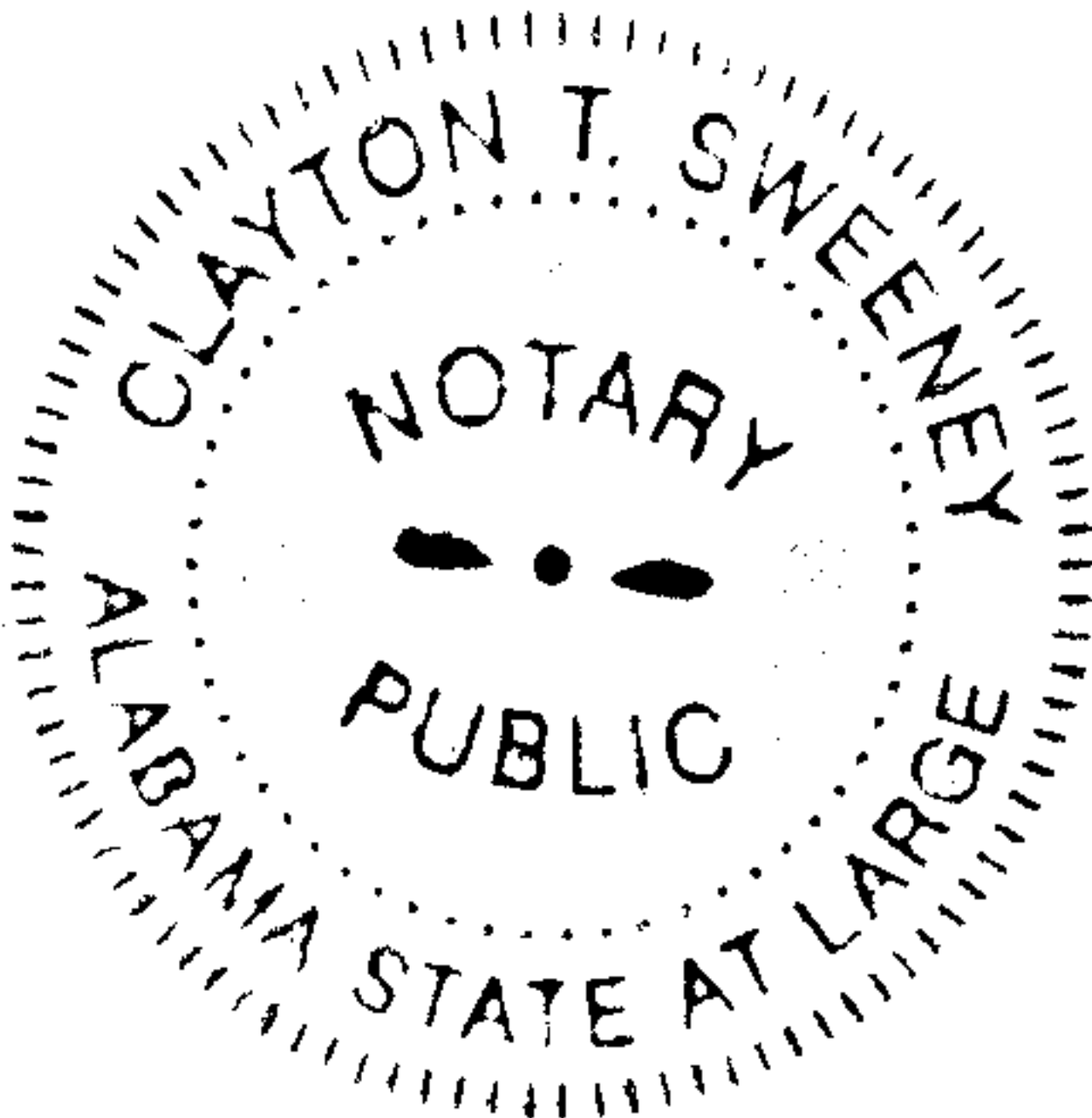
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 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 21st day of November, 2013.


NOTARY PUBLIC
My Commission expires: 6/5/2015


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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.

David B. Barnes Jr
David B. Barnes, Jr.

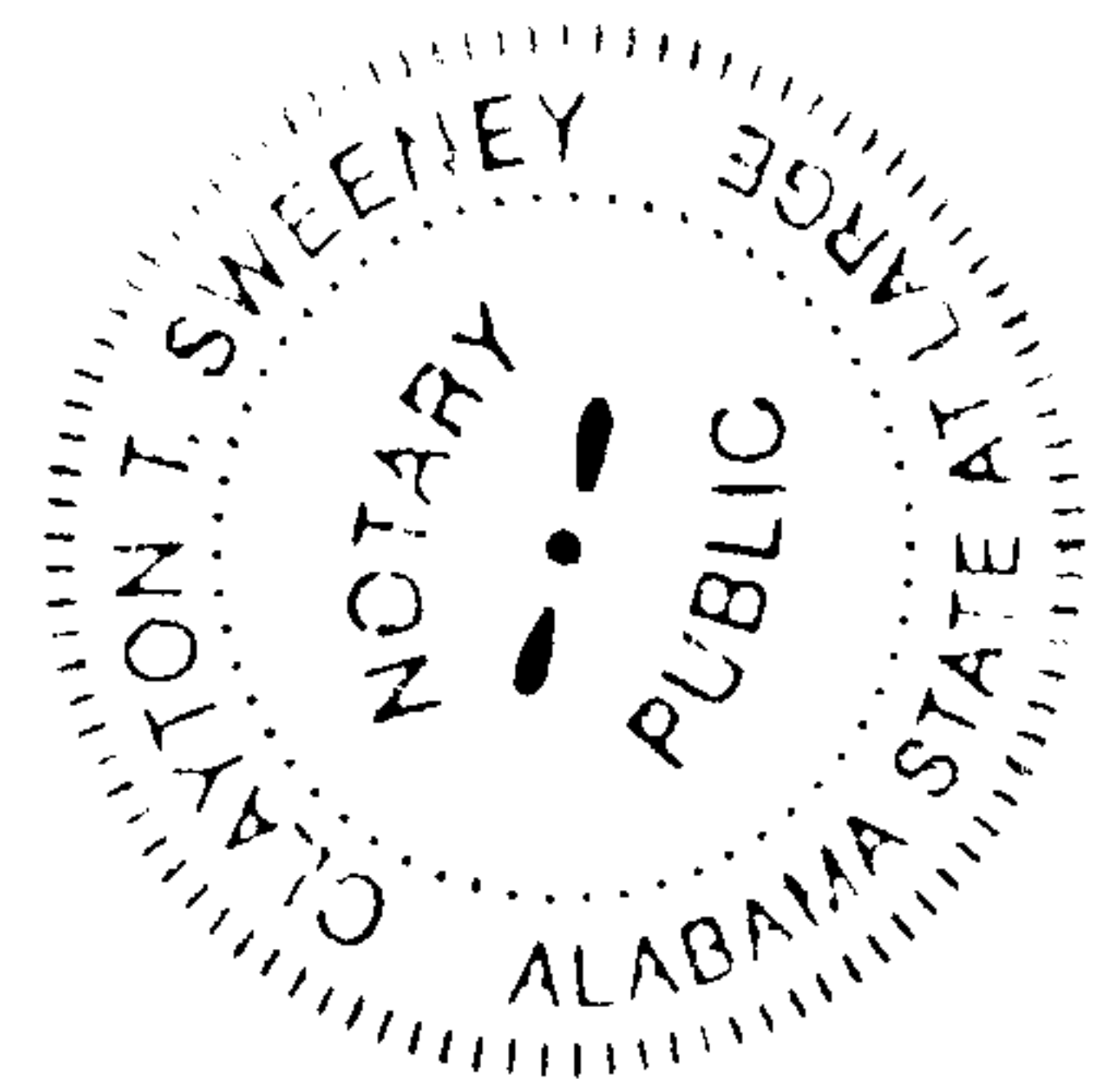
Carolyn S. Barnes
Carolyn S. Barnes

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David B. Barnes, Jr. and Carolyn S. Barnes, 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 21st day of November, 2013.

[Signature]
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	<u>Eddleman Homes, LLC</u>	Grantee's Name	<u>David B. Barnes, Jr.</u>
Mailing Address	<u>2700 Hwy. 280 E, #425</u>	Mailing Address	<u>Carolyn S. Barnes</u>
	<u>Birmingham, AL 35223</u>		<u>1072 Evan Circle</u>
			<u>Chelsea, AL 35043</u>
Property Address	<u>1072 Evan Circle</u>	Date of Sale	<u>November 21, 2013</u>
	<u>Chelsea, AL 35043</u>	Total Purchase Price	<u>\$ 259,900.00</u>
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>

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

☐ Unattested

Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

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Form RT-1

CLAYTON T. SWEENEY, ATTORNEY AT LAW