

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

Send Tax Notice to:
Odessa C. Wheeler and Herbert Wheeler
4001 Kingston Circle
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Sixty Three Thousand Fifty and No/100 Dollars (\$363,050.00) to the undersigned grantor, EDDLEMAN RESIDENTIAL SERVICES, LLC, an Alabama Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said EDDLEMAN RESIDENTIAL SERVICES, LLC, an Alabama Limited Liability Company, by these presents, grant, bargain, sell and convey unto **Odessa C. Wheeler and Herbert Wheeler** (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 1-44, according to the Map and Survey of Chelsea Park, 1st Sector, Phase III, as recorded in Map Book 36, Page 34, 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, executed by the Grantor and 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 1st Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041026000590790, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

\$325,695.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:


20140610000175710 1/4 \$60.50
Shelby Cnty Judge of Probate, AL
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- (1) Ad Valorem taxes due and payable October 1, 2014.
- (2) Building setback lines of 15 feet as recorded in Map Book 36, Page 34, 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 1st Sector, as recorded in Instrument No. 20061108000263850, and Supplementary Declaration and Amendment to Declaration for First Sector, Phase 3 and Phase 4 as recorded in Instrument #20060605000263850, 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) Right of Way to Bellsouth as recorded in Instrument No. 20050923000496730 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. 2005020300056200 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, as recorded in Deed Book 244, Page 587; set out in Instrument No. 1997-9552, Instrument No. 2000-94450, and corrected in Instrument No. 2001-27341 in said Probate Office.

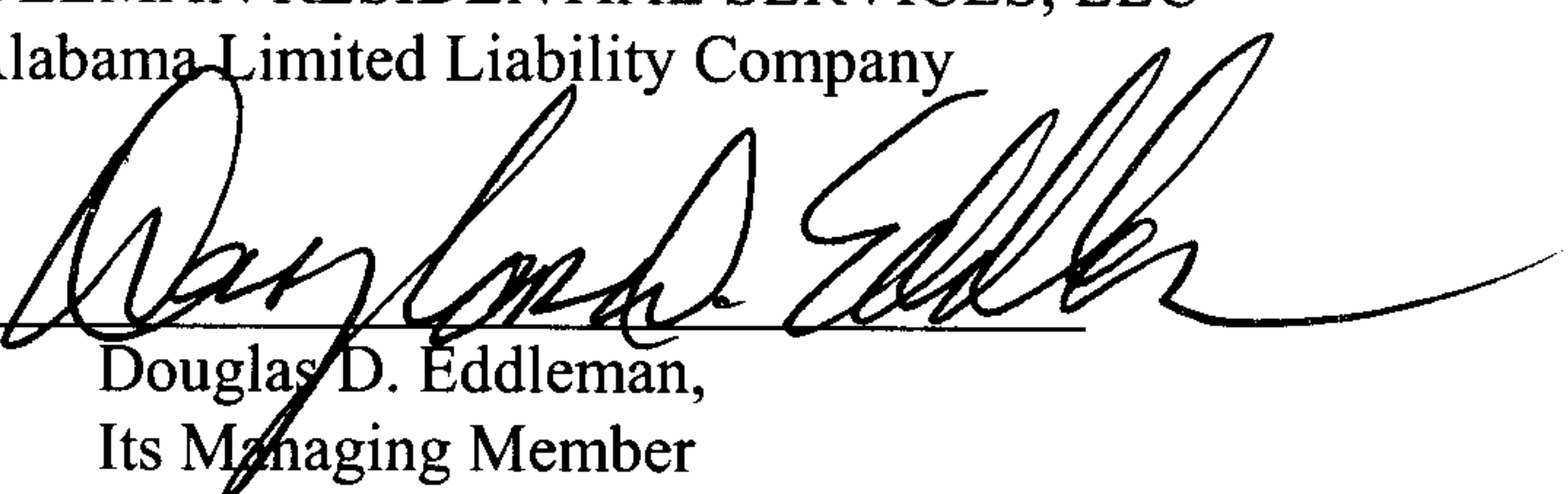
- (9) Restrictions, limitations, conditions and other provisions as set out in Map Book 36, Page 34 in the Probate Office of Shelby County, Alabama.
- (10) Conservation Easement and Declaration of Restrictions and Covenants as recorded as Instrument No. 20041228000703990; Instrument No. 20031222000822880; Instrument No. 20041228000703980.
- (11) Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment of District One as recorded in Instrument No. 20050209000065520.
- (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. 20040922000521690 in Probate Office.
- (13) Right of way easement as recorded in Instrument No. 2000-4454.
- (14) Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210.
- (15) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670.
- (16) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460, 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, 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.

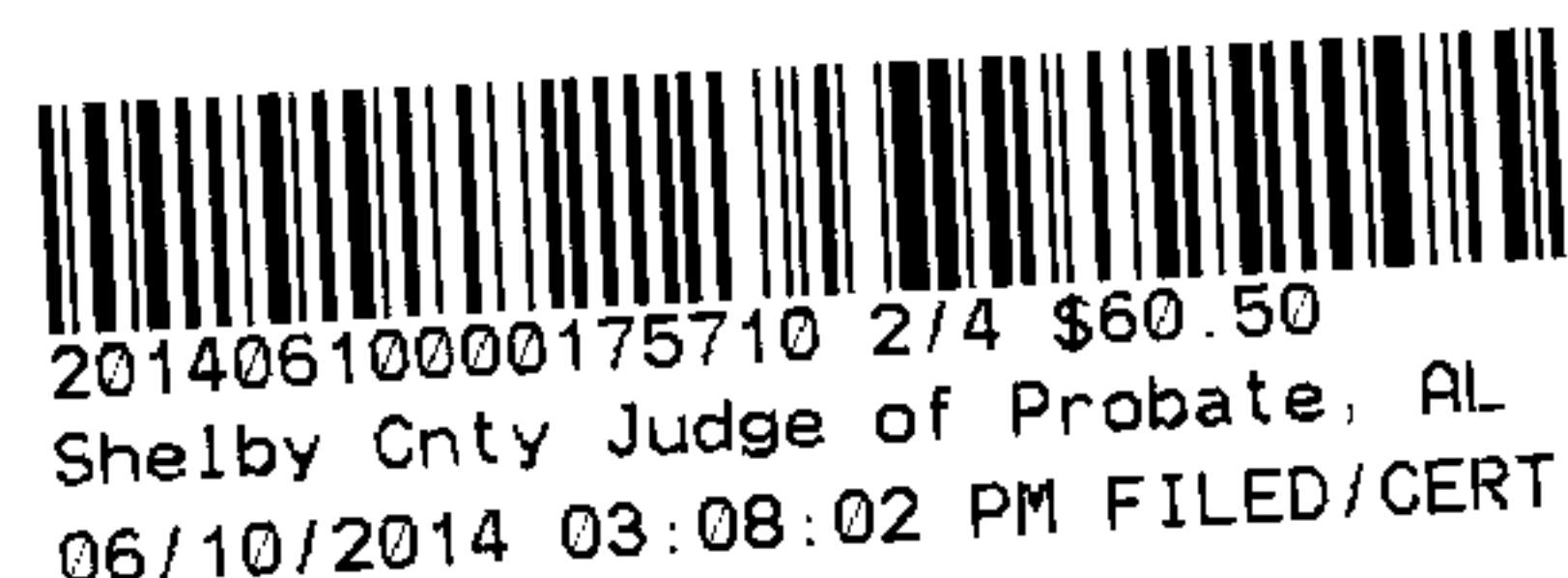
TO HAVE AND TO HOLD to the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in 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.

28th **IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand by its duly authorized officer this day of May, 2014.

SELLER:
EDDLEMAN RESIDENTIAL SERVICES, LLC
an Alabama Limited Liability Company

By: 
Douglas D. Eddleman,
Its Managing Member

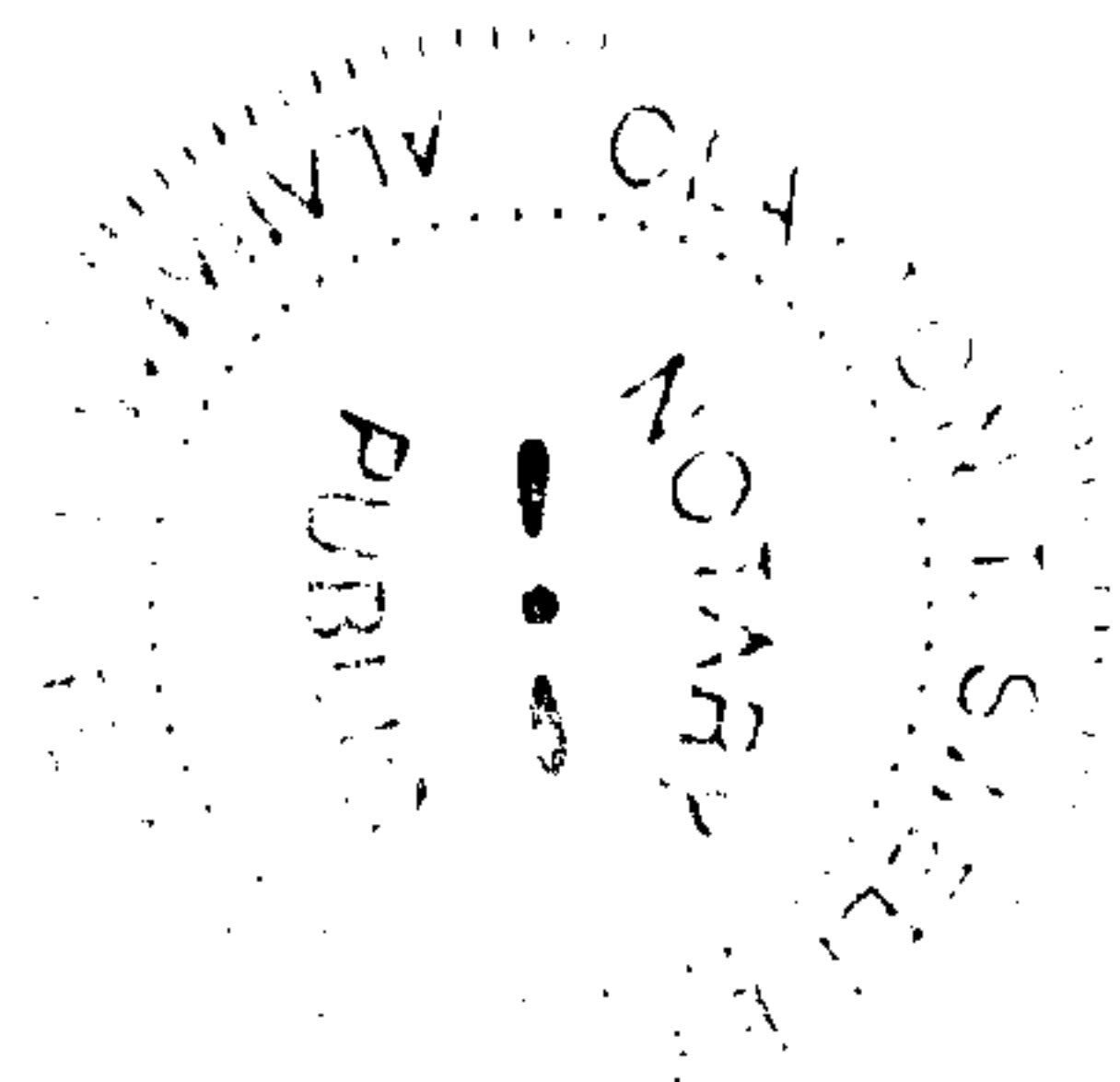
Chelsea Park - 10th Sector
Lot 1-44 - Odessa C. Wheeler, Herbert Wheeler

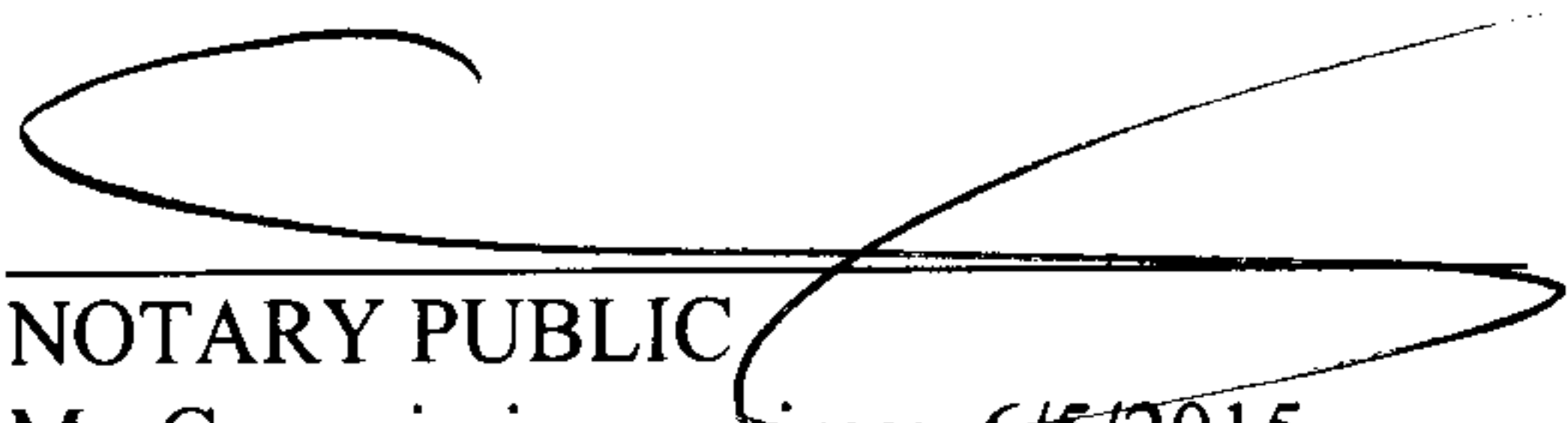


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

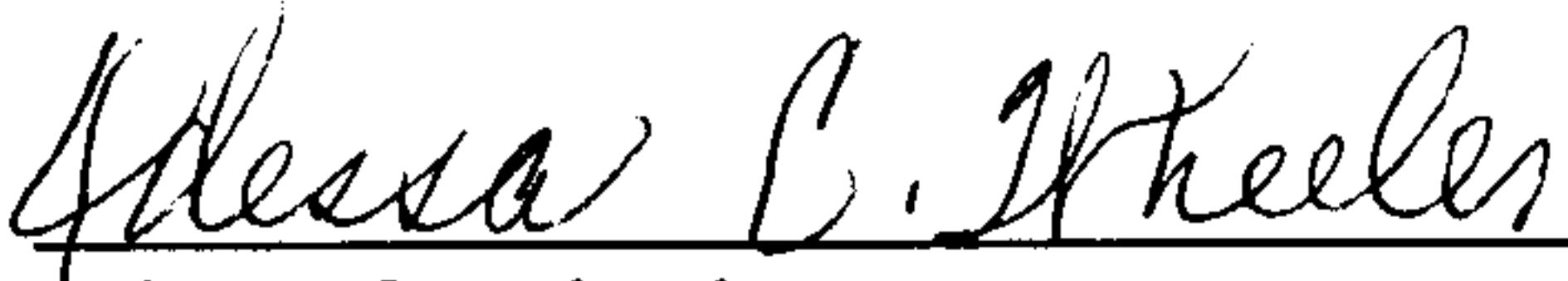
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Residential Services, LLC, an Alabama Limited Liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me 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 28th day of May, 2014.




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.

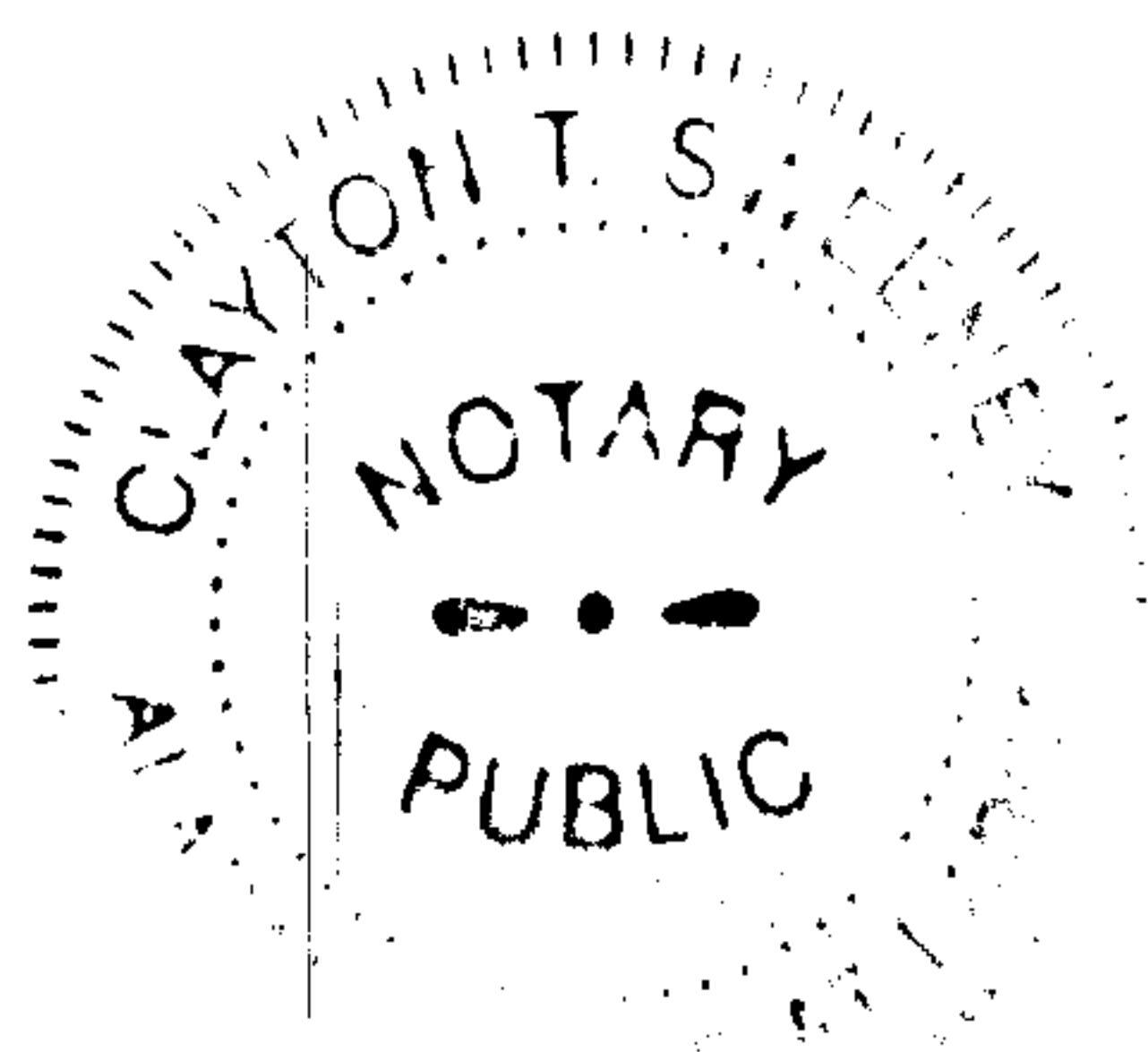

Odessa C. Wheeler

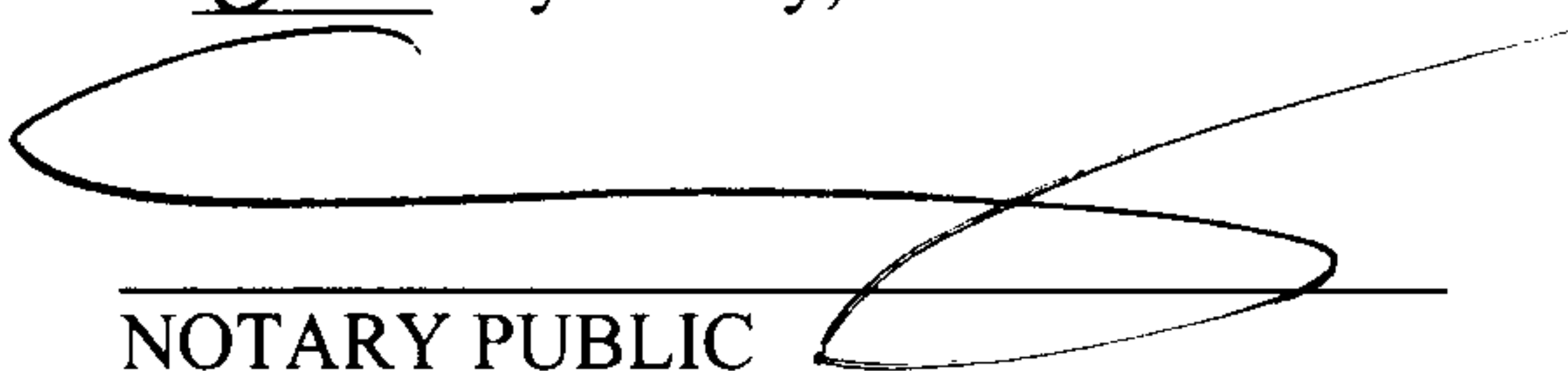

Herbert Wheeler


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Odessa C. Wheeler and Herbert Wheeler, 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 May, 2014.




NOTARY PUBLIC
My Commission expires: 6/5/2015


20140610000175710 3/4 \$60.50
Shelby Cnty Judge of Probate, AL
06/10/2014 03:08:02 PM FILED/CERT

Real Estate Sales Validation Form

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

| | | | |
|------------------|--|-------------------------|---|
| Grantor's Name | Eddleman Residential Services, LLC | Grantee's Name | Odessa C. Wheeler Herbert Wheeler |
| Mailing Address | 2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223 | Mailing Address | 4001 Kingston Circle Chelsea, AL 35043 |
| Property Address | 4001 Kingston Circle Chelsea, AL 35043 | Date of Sale | May 28, 2014 |
| | | Total Purchase Price | \$ 363,050.00 |
| | | 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)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> 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 _____

Eddleman Residential Services, LLC
Print by Douglas D. Eddleman, Managing Member

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

