This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: Kevin M. Rice and Tonja S. Rice 1056 Evan Circle Chelsea, Alabama 35043

STATE OF ALABAMA )
COUNTY OF SHELBY )

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Seventy One Thousand Nine Hundred AND NO/100 Dollars (\$271,900.00) to the undersigned grantor, CHELSEA PARK HOLDING, LLC, a Delaware Limited Liability Company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said CHELSEA PARK HOLDING, LLC, a Delaware Limited Liability Company, does by these presents, grant, bargain, sell and convey unto Kevin M. Rice and Tonja S. Rice (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 11-12, 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.

The above property is conveyed subject to:

20140619000186990 1/4 \$295.00 Shelby Cnty Judge of Probate, AL 06/19/2014 03:04:43 PM FILED/CERT

- (1) Ad Valorem taxes due and payable October 1, 2014.
- 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.
- 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.
- 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.
- (9) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750 in the Probate Office of Shelby County, Alabama.

This instrument is executed as required by the Articles of Organization and Operational agreement of said LLC and same have not been modified or amended.

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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 182 day of June, 2014.

SELLER:

CHELSEA PARK HOLDING, LLC a Delaware Limited Liability Company

Douglas D. Eddleman,

Managing Member

Chelsea Park - 11th Sector Lot 11-12 - Kevin M. Rice, Tonja S. Rice

20140619000186990 2/4 \$295.00 Shelby Cnty Judge of Probate, AL

06/19/2014 03:04:43 PM FILED/CERT

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 Chelsea Park Holding, LLC, a Delaware 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 <u>// day</u> of June, 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.

Kevin M. Rice

Tonja S/Rice

## STATE OF ALABAMA ) COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kevin M. Rice and Tonja S. Rice, 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 / day of June, 2014.

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NOTARY PUBLIC

My Commission expires: 6/5/2015

20140619000186990 3/4 \$295.00 20140619000186990 3/4 \$295.00 Shelby Cnty Judge of Probate, AL 06/19/2014 03:04:43 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	Chelsea Park Holding, LLC	Grantee's Name	Kevin M. Rice Tonja S. Rice
Mailing Address	2700 Hwy. 280 E., Ste. 425 Birmingham, AL 35223	Mailing Address	1056 Evan Circle Chelsea, AL 35043
Property Address	1056 Evan Circle Chelsea, AL 35043	Date of Sale	June 18, 2014
		Total Purchase Price	\$ 271,900.00
		or	<u></u>
		Actual Value	\$
		or	<b>♣</b>
		Assessor's Market Value	\$
•	or actual value claimed on this form can be dation of documentary evidence is not re		tary evidence:
Bill of Sale		Appraisal	
Sales Contract Closing Statemen	ı <b>t</b>	☐ Other ☐ Deed	
the conveyance dos	cument presented for recordation contain	ns all of the required information ref	ferenced above, the filing of this form
		nstructions	
Grantor's name and mailing address.	mailing address - provide the name of	r the person or persons conveying	g interest to property and their current
Grantee's name and	mailing address - provide the name of th	e person or persons to whom interes	est to property is being conveyed.
Property address - the property was conveyed	ne physical address of the property beir ed.	ng conveyed, if available. Date of S	Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purchase	of the property, both real and pers	onal, being conveyed by the instrument
•	property is not being sold, the true value his may be evidenced by an appraisal co	• •	- · · · · · · · · · · · · · · · · · · ·
he property as deter	d and the value must be determined, the mined by the local official charged with the beat penalized pursuant to Code of Alaba	the responsibility of valuing propert	•
	my knowledge and belief that the informents claimed on this form may result in the substitution of the sub		
Date		Chelsea Park Holding, Print <u>by: Douglas D. Eddlen</u>	LLC nan, Managing Memb <b>é</b> r /
Unattested		Sign_MM	
	(verified by)	Granto//Grantee/C	wner/Agent) circle one
	Shelby County, AL 06/19/2014		

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State of Alabama Deed Tax: \$272.00