| This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East, Suite 160 Birmingham, AL 35223 | Send Tax Notice To: James R. Quinn and Stacie M. Quinn 1086 Kingston Road Chelsea, AL 35043 |  |  |
|---|---|--|--|
|   |   |  |  |

| SIAIE OF ALABAMA | STATUTORY WARRANTY DEED |
|------------------|-------------------------|
| COUNTY OF SHELBY |                         |

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Three Hundred Ninety Five Thousand Three Hundred Dollars and 00/100 (\$395,300.00), and other good and valuable consideration, this day in hand paid to the undersigned Embassy Homes, LLC, an Alabama limited liability company, (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, James R. Quinn and Stacie M. Quinn (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 1-28, according to the Map and Survey of Chelsea Park, First Sector, Phase III, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama.

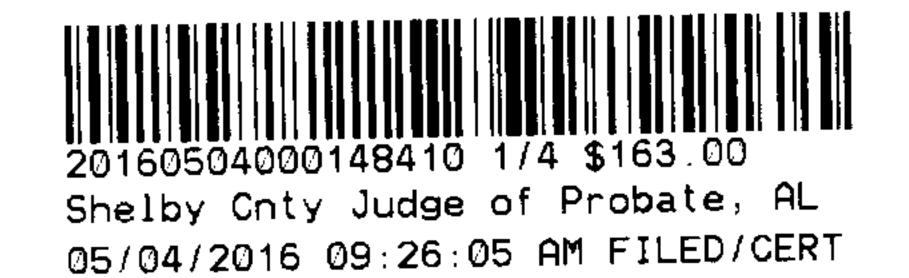
Together with the nonexclusive easement to use the Common Areas as more particularly described in the Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and file for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 1st Sector, Phase 3 and 4 executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20060605000263850, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

\$255,300.00 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 LLC and same have not been modified or amended.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2016 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restrictions of record or as shown on recorded map.
- (3) Easement to Colonial Pipeline Company as recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324 in said Probate Office.
- (4) Easements, covenants, conditions, restrictions and reservations and agreements between Chelsea Park Investments, Ltd., Chelsea Park, Inc., and Chelsea Park Properties, Ltd., as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (5) Notice of Final Assessment of Real Property by the Chelsea Park Improvement District One, as recorded in Instrument No. 20050209000065520 and Chelsea Park Improvement District Two, as recorded in Instrument No. 20050209000065530 in said Probate Office.
- (6) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District One Articles of Incorporation as recorded in Instrument No. 20041223000699620 and Chelsea Park Improvement District Two Articles of Incorporation as recorded in Instrument No. 20041223000699630 in said Probate Office.
- Operation 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 First Sector, Phase I and II, as recorded in Instrument No. 20041026000590790, Supplemental Declaration and Amendment to Declaration of Covenants for Chelsea Park First Sector Phase 3 and 4, as recorded in Instrument No. 20060605000263850, and Covenants recorded in Instrument No. 2005-56408.



Instrument No. 2004-56695 (Lots 1-28 thru 1-44, 1-46 1-47 and 1-51), Instrument No. 2005-56411 and Instrument No. 2004-56695 (Lots 1-105, 1-106, 1-108 1-133 thru 1-140), Instrument No. 2004-56695 and instrument No 2005-56411 (Lots 1-109A thru 1-113A) and all covenants, conditions, restrictions and liens for assessments contained therein, all being recorded in the Probate Office of Shelby County, Alabama.

- (8) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 and 20051222000659740 in said Probate Office.
- (9) Supplemental Declaration and Amendment to Declaration of Protective Covenants for Chelsea Park First Sector Phase 3 and 4, as recorded in Instrument No. 20060605000263850.
- (10) Right of way granted to Alabama Power Company recorded Instrument No. 20050203000056210; Instrument No. 20060828000422659, in said Probate Office.
- 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) Release of dames as recorded in Instrument No. 20060424000189000 and Instrument No. 2006720000351150, and Instrument No. 20110915000274030, in said Probate Office.
- (17) Easement to Level 3 Communications, LLC as recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

20160504000148410 2/4 \$163.00 Shelby Cnty Judge of Probate, AL 05/04/2016 09:26:05 AM FILED/CERT IN WITNESS WHEREOF, said GRANTOR has through its duly authorized Closing Manager hereunto set its hand and seal this the day of May, 2016.

Embassy Homes, LLC an Alabama limited liability company

Bv:

Clayton T. Sweeney, Closing Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Clayton T. Sweeney, whose name as Closing Manager of Embassy Homes, LLC, an Alabama limited liability company, is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he as such Closing Manager and with full authority, signed the same voluntarily for and as the act of said limited liability company.

1N WITNESS WHEREOF, I have hereunto set my hand and seal this the And day of May, 2016.

NOTARY PUBLIC

My Commission Expires:

FEB 2 0 2017

OTARY.

20160504000148410 3/4 \$163.00 Shalby Caty ludge of Dacket O

Shelby Cnty Judge of Probate, AL 05/04/2016 09:26:05 AM 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  | Embassy Homes, LLC  |  | Grantee's Name   | James R. Quinn and Stacie M. Quinn   |
|---|---|--|--|--|
|   | 5406 Hun, 200 Sto C101  |  |  | 1086 Kingston Road   |
| Mailing Address   | 5406 Hwy. 280, Ste. C101<br>Birmingham, AL 35242  |  | Mailing Address  | Chelsea, AL 35043  |
| • • • • • • • • • • • • • • • • • • •   | 1086 Kingston Road  |  | Date of Sale   | May 2, 2016  |
| Property Address  | Chelsea, AL 35043   |  | Date of Sale   |  |
|   |   | Total Purchase Price   | \$ 395,300.00  |  |
|   |   |  | or   |  |
|   |   |  | Actual Value   | \$   |
|   |   |  | or   |  |
|   |   |  | Assessor's Market Value  | \$   |
|   | r actual value claimed on this form callation of documentary evidence is no   | t required)  |  | ntary evidence:  |
| Sales Contract  |   |  | Other  |  |
| ☑ Closing Statemen  | t   |  | Deed   |  |
| If the conveyance doo is not required.  | cument presented for recordation cor  | ntains all of  | f the required information re  | ferenced above, the filing of this form  |
| · - · · · · · · · · · · · · · · · · · ·   |   | Instruc  |  |  |
| Grantor's name and mailing address.   | mailing address - provide the name  | e of the p   | erson or persons conveying   | g interest to property and their current   |
| Grantee's name and r  | mailing address - provide the name of   | of the perso   | on or persons to whom inter-   | est to property is being conveyed.   |
| Property address - the property was conveyed  | •   | being conv   | eyed, if available. Date of  | Sale - the date on which interest to the   |
| Total purchase price offered for record.  | the total amount paid for the purch   | ase of the   | property, both real and pers   | onal, being conveyed by the instrument   |
| Actual value - if the poffered for record. This   | roperty is not being sold, the true valis may be evidenced by an appraisal  | lue of the located   | property, both real and pers<br>d by a licensed appraiser or   | onal, being conveyed by the instrument the assessor's current market value.  |
|   |   |  |  |  |
| the property as determ  | d and the value must be determined mined by the local official charged we be penalized pursuant to <u>Code of Ala</u> | ith the res  | ponsibility of valuing propert   | alue, excluding current use valuation, of<br>by for property tax purposes will be used   |
| the property as determined the taxpayer will attest, to the best of   | mined by the local official charged who be penalized pursuant to Code of Alamy knowledge and belief that the inf      | ith the responding the second responding to the second responds to t | ponsibility of valuing property 5 § 40-22-1 (h). contained in this document is   | y for property tax purposes will be used to true and accurate. I further understand  |
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| the property as determined the taxpayer will be and the taxpayer will be a statement of that any false statement (h). | mined by the local official charged who be penalized pursuant to Code of Alamy knowledge and belief that the inf      | formation of the imp   | ponsibility of valuing property § 40-22-1 (h).  contained in this document is osition of the penalty indication by: Clayton T. Sweeners on the pen | alue, excluding current use valuation, of by for property tax purposes will be used at true and accurate. I further understand ted in Code of Alabama 1975 § 40-22-1  By, Closing Manager  Owner/Agent) circle one |

