



20161020000386080 1/4 \$69.00
Shelby Cnty Judge of Probate, AL
10/20/2016 02:03:27 PM FILED/CERT

This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East, Suite 160 Birmingham, AL 35223	Send Tax Notice To: Cynthia Nail Royster 279 Fairbank Way Chelsea, AL 35043
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STATE OF ALABAMA)
COUNTY OF SHELBY) **STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Two Hundred Twenty Four Thousand Nine Hundred Twenty Five Dollars and 00/100 (\$224,900.00)**, 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, **Cynthia Nail Royster** (hereinafter referred to as GRANTEES), her heirs and assigns, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lot 6-3, according to the Survey of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13 in the Probate Office 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 Amended and Restated 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 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Subject To:

- (1) Ad Valorem taxes due and payable October 1, 2017.
- (2) Easements as shown on recorded plat in said Probate Office.
- (3) Public utility easements, building setback lines and right of ways as shown by recorded plat.
- (4) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining 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 Deed Book 244, Page 587; Instrument No. 1997-9552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341 in said Probate Office.
- (5) Declaration of easements and Master Protective Covenants for Chelsea Park appearing of record in Instrument No. 2004-56695 and Instrument No. 2006-351160 and all covenants, conditions, restrictions and liens for assessments contained therein.
- (6) Notice of final assessments by the Chelsea Park Improvement District One as recorded in Instrument No. 20050209000066520; District Two recorded in Instrument No. 20050209000065530 and District Three recorded in Instrument No. 20050209000065540 in said Probate Office.
- (7) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460 in said Probate Office.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No. 20050714000353260 in said Probate Office.
- (9) 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.
- (10) Supplemental Declaration and amendment to Declaration of Covenants for Chelsea Park First Sector Phase 3 and 4 as recorded in Instrument No. 20060605000263850 in said Probate Office.

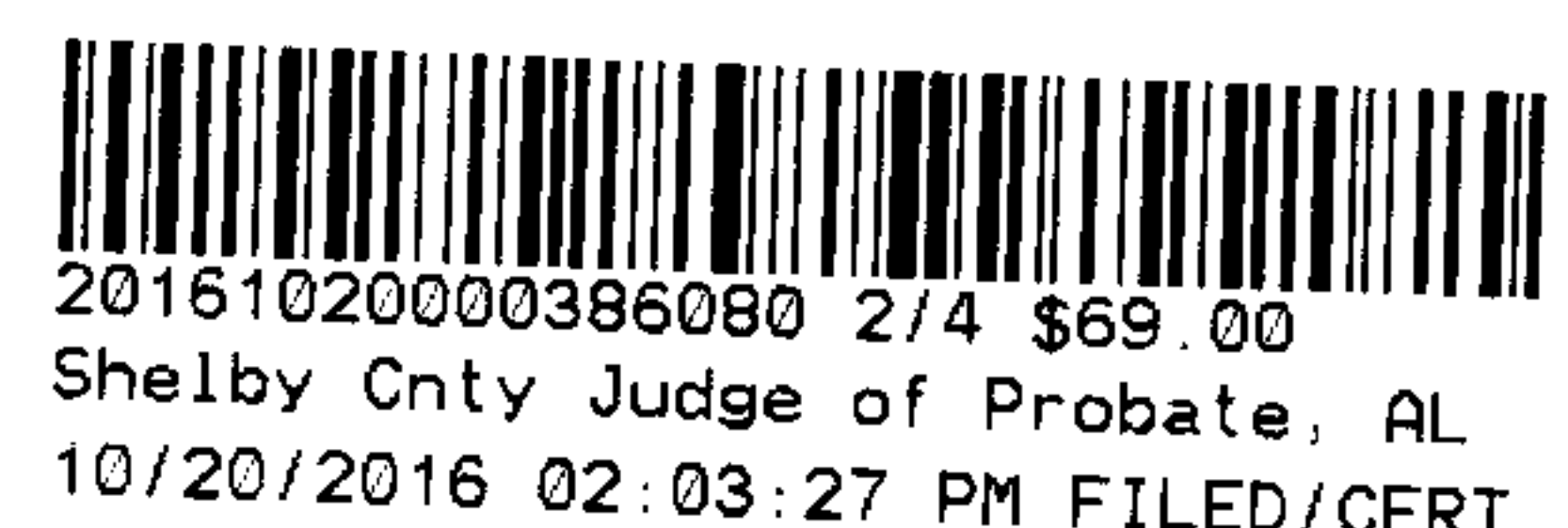
Shelby County, AL 10/20/2016
State of Alabama
Deed Tax: \$45.00

- (11) Declaration of Restrictive Covenants as set out in Instrument No. 20051222000659740 in said Probate Office.
- (12) Conservation easement and restrictive covenants as recorded in Instrument No. 20031222000822880 and Instrument No. 20041228000703980 in said Probate Office.
- (13) Easement Agreement as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (14) Restrictive Covenants and grant of land easements to Alabama Power Company recorded in Instrument No. 20060828000422540 (Sector 6, Phase 1) and Instrument No. 20060630000314940 in said Probate Office.
- (15) Release from damages as recorded in Instrument No. 20060424000189000 and Instrument No. 20060720000351150 in said Probate Office.
- (16) Easement to Level 3 Communications, LLC recorded in Instrument No. 2000-0007 and Instrument No. 2000-0671 in said Probate Office.
- (17) Easement to Colonial Pipeline Company recorded in Deed Book 283, Page 716 and Deed Book 253, Page 324, in said Probate Office.
- (18) Easements, covenants, conditions, restrictions and reservations and agreements recorded in Instrument No. 20040816000457750 in said Probate Office.
- (19) Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065530 in said Probate Office.
- (20) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District Two Articles of Incorporation as recorded in Instrument No. 20041223000699630 in said Probate Office.
- (21) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in Instrument No. 20041014000566950 in said Probate Office, along with Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Instrument No. 200413 at Page 8336 in said Probate Office.
- (22) Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 in said Probate Office.
- (23) Right of way granted to Alabama Power Company as set forth in Instrument No. 20060630000314940; Instrument No. 20050203000056210 and Instrument No. 20060828000422650 in said Probate Office.
- (24) 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.
- (25) Release from damages contained in deed recorded in Instrument No. 20110915000274030 in said Probate Office.
- (26) Sewer Service Agreement recorded in Instrument No. 2012/42775 in said Probate Office.
- (27) Restrictions appearing of record in Instrument No. 2004/56697 and Instrument No. 2011/35531 in said Probate Office.

\$179,920.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

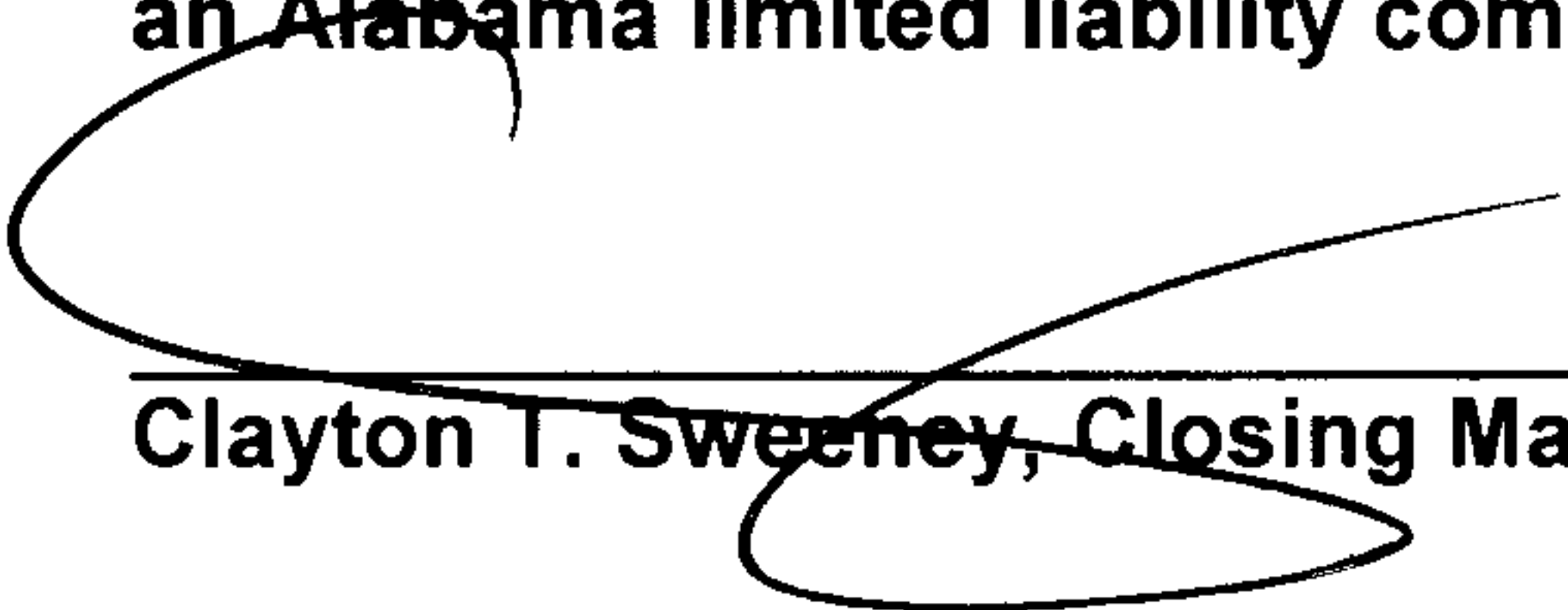
This instrument is executed as required by the Articles of Organization and Operational Agreement of said LLC and same have not been modified or amended.

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.



IN WITNESS WHEREOF, said GRANTOR has hereunto set its hand and seal this the 14th day of October, 2016.

Embassy Homes, LLC
an Alabama limited liability company

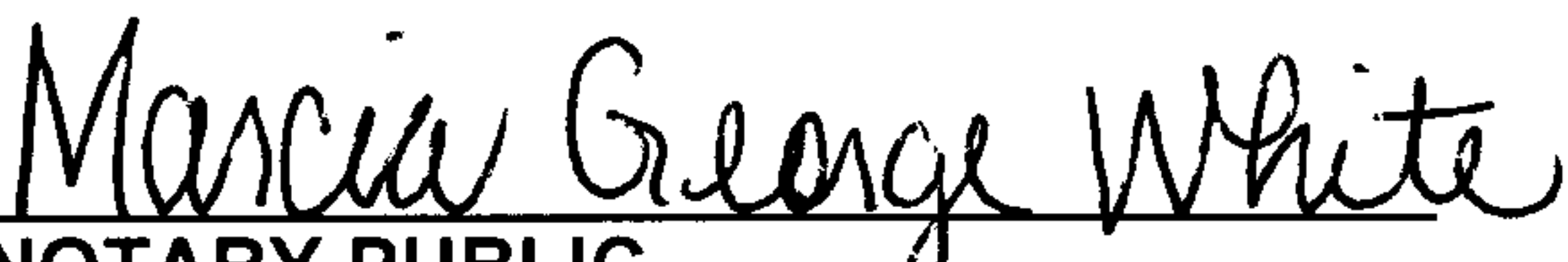


Clayton T. Sweeney, Closing Manager

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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 14th day of October, 2016.



NOTARY PUBLIC
My Commission Expires: 09/21/2020



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
5406 Hwy. 280, Ste. C101
Mailing Address Birmingham, AL 35242

Grantee's Name Cynthia Nail Royster
279 Fairbank Way
Mailing Address Chelsea, AL 35043

Property Address 279 Fairbank Way
Chelsea, AL 35043

Date of Sale October 14, 2016

Total Purchase Price \$ 224,900.00

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)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Other
☐ 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 _____

Embassy Homes, LLC
Print by: Clayton T. Sweeney, Closing Manager

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one



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