

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

Send Tax Notice to:  
  
Fiona H. Peden  
1000 Parkmont Way  
Chelsea, AL 35043

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

GENERAL WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Four Hundred Twenty One Thousand and No/100 Dollars (\$421,000.00) to the undersigned grantor, **MURPHY HOME BUIDLERS, LLC** an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **MURPHY HOME BUIDLERS, LLC** an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto **FIONA H. PEDEN**, (hereinafter referred to as "Grantees"), her heirs and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 1-88, according to the Survey of Chelsea Park, 1st Sector, Phase I & II, as recorded in Map Book 34, Page 21 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

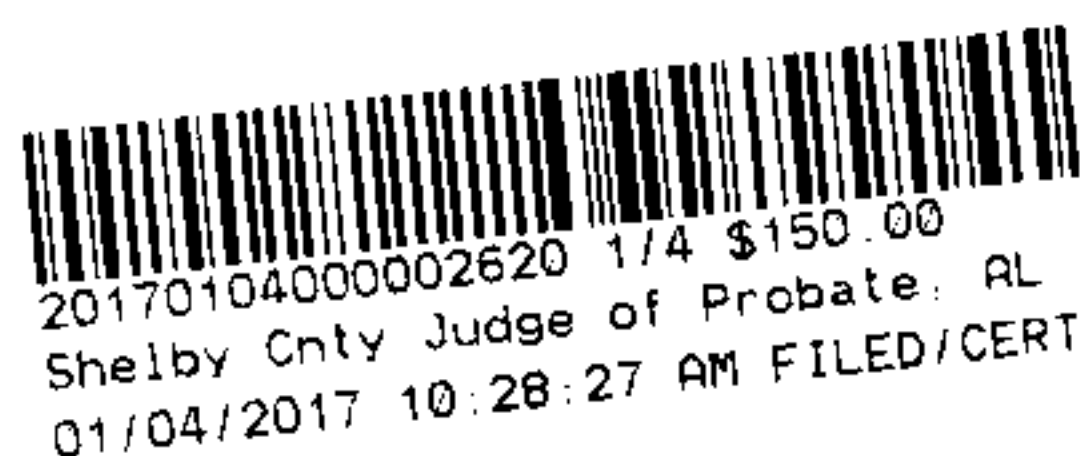
Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the Grantor and filed for record as Instrument No. 20041014000566950 in the Probate Office 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").

\$295,400.00 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 limited liability company and same have not been modified or amended.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2017 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restrictions of record or as shown on recorded map.
- (3) Easement as recorded in Deed Book 253, Page 324 in said Probate Office.
- (4) Easement agreement as recorded in Instrument No. 20040816000457750.
- (5) Conservation easement and Declaration of Restrictions and Covenants as recorded in Inst. No. 20041228000703990.
- (6) 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 Inst. No. 20050209000065520.
- (7) Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 112, Page 111.
- (8) Easement as recorded in Instr. No. 20040120000033550.
- (9) Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or an 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 instrument recorded in Instr. No. 20040922000521690 in Probate Office; the policy will insure that any violation of the covenant will not result in a forfeiture or reversion of title.
- (10) Right of way easement as recorded in Inst. No. 2000-4454.



Shelby County: AL 01/04/2017  
State of Alabama  
Deed Tax: \$126.00

- (11) Easement as recorded in Deed Book 253, Page 324.
- (12) Distribution easement with Alabama Power Company as recorded in Instr. No. 20050203000056210, Inst. No. 20051031000564050, Inst. No. 20051031000564090 and Inst. No. 20051031000564100.
- (13) Declaration of Restrictive Covenants as recorded in Inst. No. 20030815000539670.
- (14) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460.
- (15) Conservation Easement and restrictive covenants as recorded in Inst. No. 20031222000822880; Inst. No. 20041228000703980; and Inst. No. 20041228000703990.
- (16) Right of way to Bellsouth as recorded in Inst. No. 20050923000496730.
- (17) Grant of easement and restrictive covenants for underground utilities in favor of Alabama Power Company as recorded in Inst. No. 20051031000564080 and Inst. No. 20051031000564110.

Grantee agrees to observe and perform all obligations imposed upon said Grantees pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, her heirs and assigns, the entire interest in the fee simple forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S successors and assigns, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S successors and assigns shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs 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 Closing Manager this 23rd day of December, 2016.

GRANTOR:  
MURPHY HOME BUILDERS, LLC  
An Alabama limited liability company

By : \_\_\_\_\_

Jamie Screws  
Its: Closing Manager

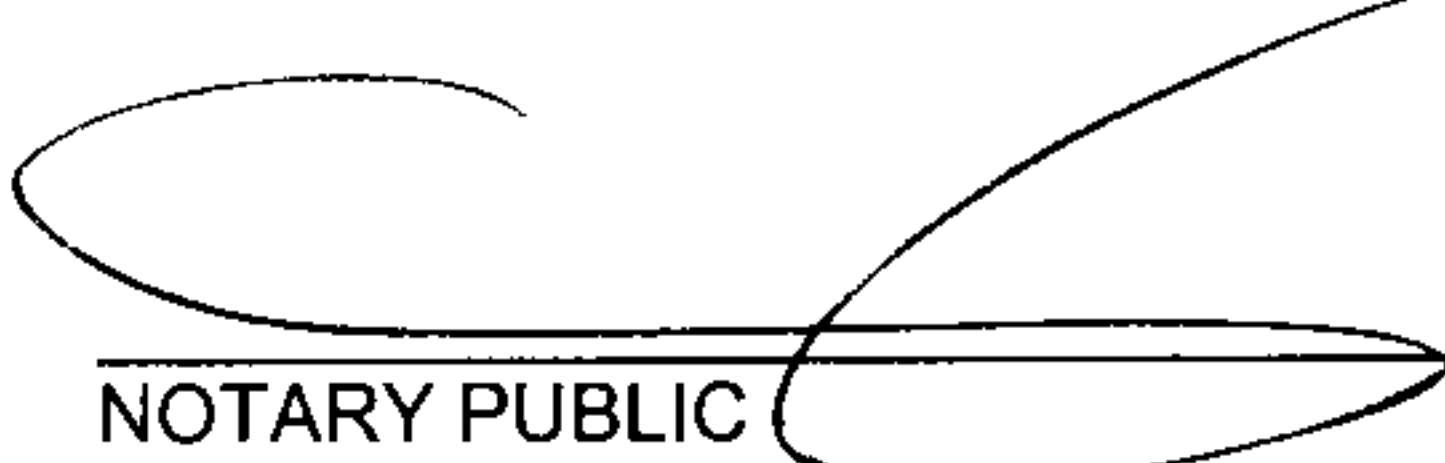



20170104000002620 2/4 \$150.00  
Shelby Cnty Judge of Probate, AL  
01/04/2017 10:28:27 AM FILED/CERT

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

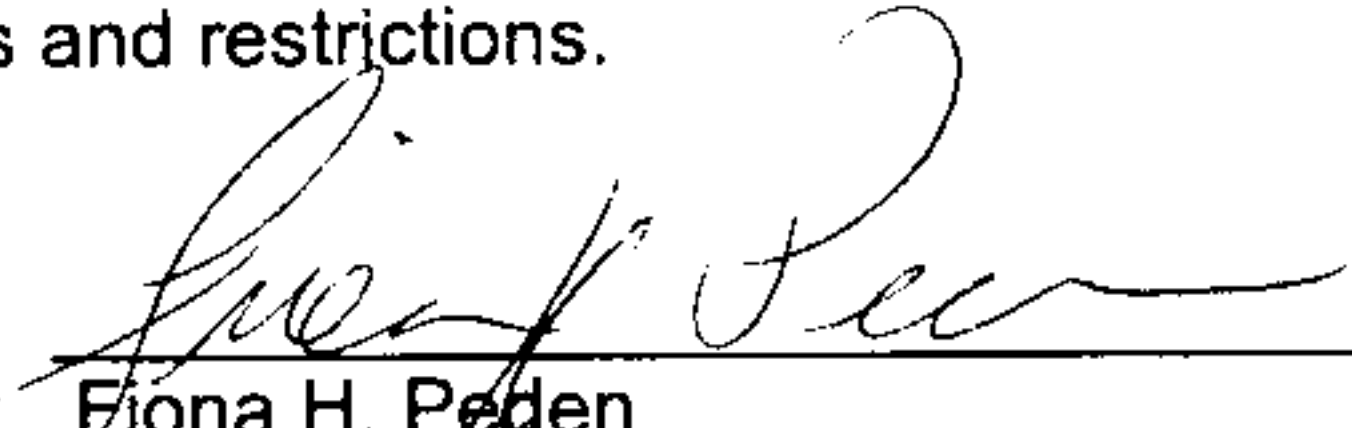
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Jamie Screws, whose name as Closing Manager of Murphy Home Builders, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, she, as such 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 23rd day of December, 2016.

  
NOTARY PUBLIC  
My Commission expires: 06/02/2019



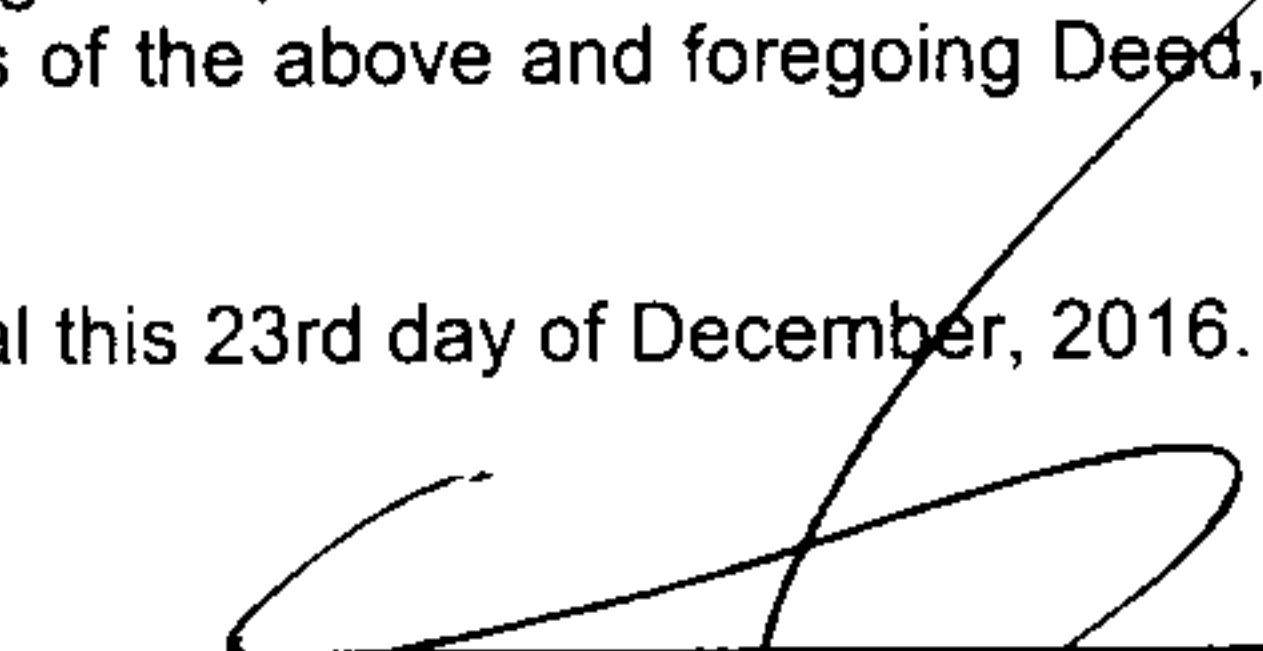
The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, its successors and assigns, agrees and understands that the property conveyed herein is subject to the foregoing covenants and restrictions.


  
Fiona H. Peden


STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Fiona H. Peden, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of December, 2016.

  
NOTARY PUBLIC  
My Commission expires: 06/02/2019



  
20170104000002620 3/4 \$150.00  
Shelby Cnty Judge of Probate. AL  
01/04/2017 10:28:27 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 Murphy Home Builders, LLC

Grantee's Name Fiona H. Peden

Mailing Address 135 Belcher Drive  
Pelham, AL 35124

Mailing Address 1000 Parkmont Way  
Chelsea, AL 35043

Property Address 1000 Parkmont Way  
Chelsea, AL 35043

Date of Sale December 23, 2016

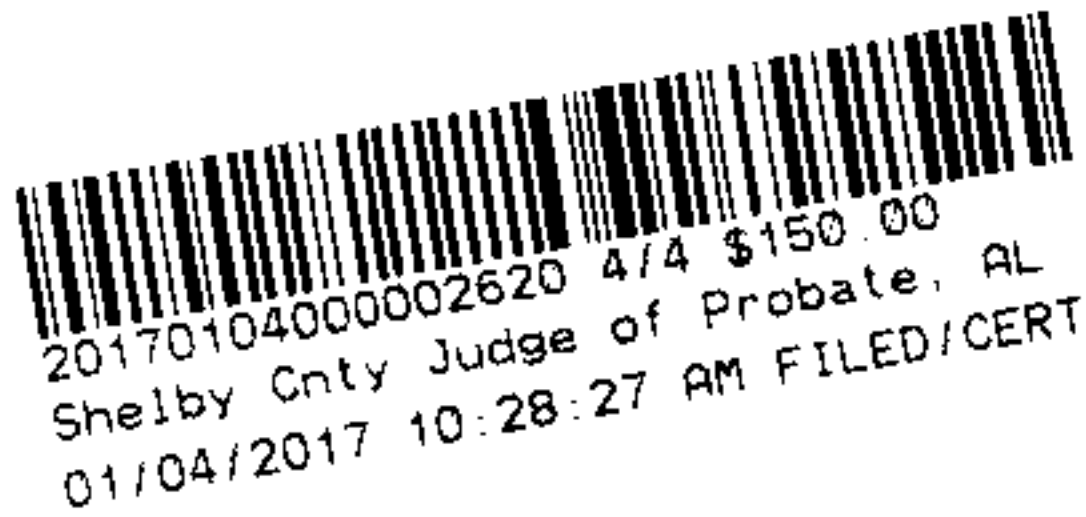
Total Purchase Price \$ 448,900.00

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/ Assessor's Appraised Value  
☐ Other - property tax redemption

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 \_\_\_\_\_

Murphy Home Builders, LLC  
Print By: Jamie Screws, Closing Manager

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one

CLAYTON T. SWEENEY, ATTORNEY AT LAW