

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

Send Tax Notice to:
Jamie K. Tankersley and Tiffany M. Tankersley
3004 Kingston Lane
Chelsea, Alabama 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)


20170523000180060 1/4 \$114.00
Shelby Cnty Judge of Probate, AL
05/23/2017 02:07:33 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Four Hundred Forty Nine Thousand Five Hundred and No/100 Dollars (\$449,500.00)** to the undersigned grantor, **RIDGE CREST HOMES, LLC**, an Alabama limited liability company, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **RIDGE CREST HOMES, LLC**, an Alabama limited liability company, by these presents, grant, bargain, sell and convey unto **Jamie K. Tankersley and Tiffany M. Tankersley** (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 1-82, according to the Survey of Chelsea Park, First Sector, Phase I and Phase II, as recorded in Map Book 34, Page 21, in the Probate Office of Shelby County, Alabama.

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 First Sector, Phase 1 & 2, as recorded in Instrument No. 20041026000590790, Supplementary Declaration for Chelsea Park First Sector Phase 3 & 4, recorded in Instrument No.20060605000263850, Supplementary Declaration for Chelsea Park First Sector as recorded in Instrument 20151230000442830, in the Probate office of Shelby County, Alabama (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

Mineral and mining rights excepted.

\$359,600.00 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.
- (2) Building setback lines as shown by recorded plat.
- (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, Instrument No. 20041014000566960, Instrument No. 20060720000351160 and Instrument No. 20060605000263850. Along with Declaration of Protective Covenants for Chelsea Park 1st Sector, Phase 1 & 2, as recorded in Instrument No. 20041026000590790, Supplementary Declaration for Chelsea Park First Sector as recorded in Instrument #20151230000442830, in the Probate Office of Shelby County, Alabama.
- (5) Easement to Alabama Power Company as recorded in Instrument No. 20051031000564090, Instrument No. 20060828000422650; Instrument No. 20050203000056210; Instrument No. 200508020000390130; Instrument No. 20051031000564100; and Instrument No. 20051031000564050, in the Probate Office of Shelby County, Alabama.
- (6) Grant of land Easement and Restrictive Covenants granted to Alabama Power Company on Chelsea Park Sector 1 Phase 1, as recorded in Instrument No. 20050203000056200 and Instrument No. 2005020300056190 in the Probate Office of Shelby County, Alabama.

CLAYTON T. SWEENEY, ESQUIRE

- (7) Easement to Bellsouth Mobility as recorded in Instrument No. 20050923000496730, in the Probate Office of Shelby County, Alabama.
- (8) Transmission Line Permit to Alabama Power Company as recorded in Deed Volume 112, Page 111 in the Probate Office of Shelby.
- (9) Articles of Incorporation of The Chelsea Park Residential Association, Inc. recorded in Instrument No. 200413/8336, in the Probate office of Jefferson County, Alabama.
- (10) Conservation Easement and Declaration of Restrictions and Covenants recorded in Instrument No. 20041228000703990 and Instrument No. 20041228000703970, in the Probate Office of Shelby County, Alabama.
- (11) Permanent Easement for water mains and/or Sanitary Sewer Main to the City of Chelsea as recorded in Instrument No. 20040120000033550, in the Probate Office of Shelby County, Alabama.
- (12) Easement to U.S. Alliance for road, as set out Instrument 2000-4454, in the Probate Office of Shelby County, Alabama.
- (13) Restriction in regards to Protected Natural Areas recorded in Instrument No. 20030815000539670, in the Probate Office of Shelby County, Alabama.
- (14) Memorandum of Sewer Service Agreements Regarding Chelsea Park with Double Oak Water Reclamation LLC as recorded in Instrument No. 20121107000427750, in the Probate Office of Shelby County.

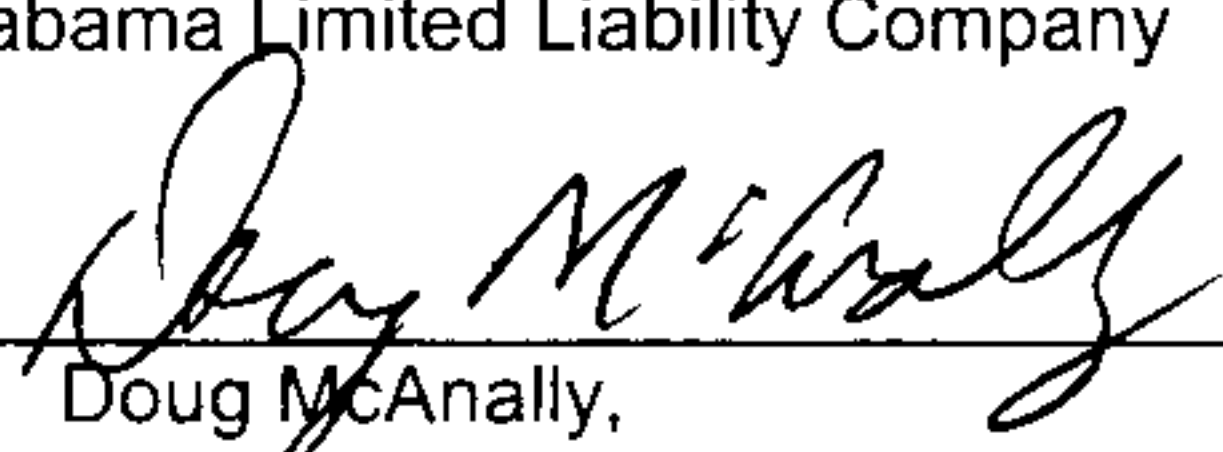
By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any 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 5th day of May, 2017.

SELLER:
RIDGE CREST HOMES, LLC,
an Alabama Limited Liability Company

By: _____


Doug McAnally,
Its Closing Manager

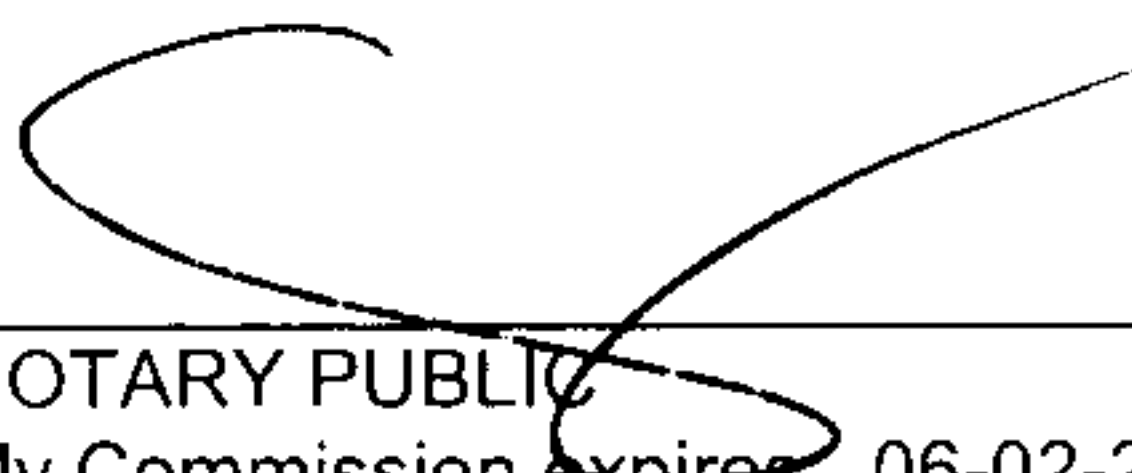

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Ridge Crest Homes, LLC
LOT 1-82 CP-Jamie K. Tankersley and Tiffany M. Tankersley

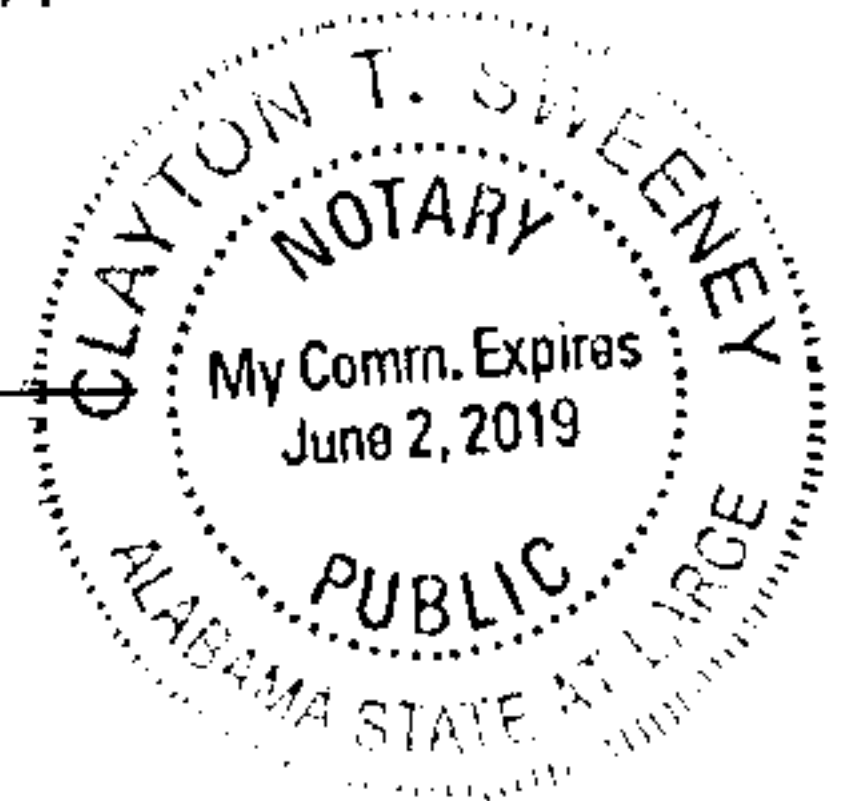
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Doug McAnally, whose name as Closing Manager of Ridge Crest Homes, 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 Closing Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

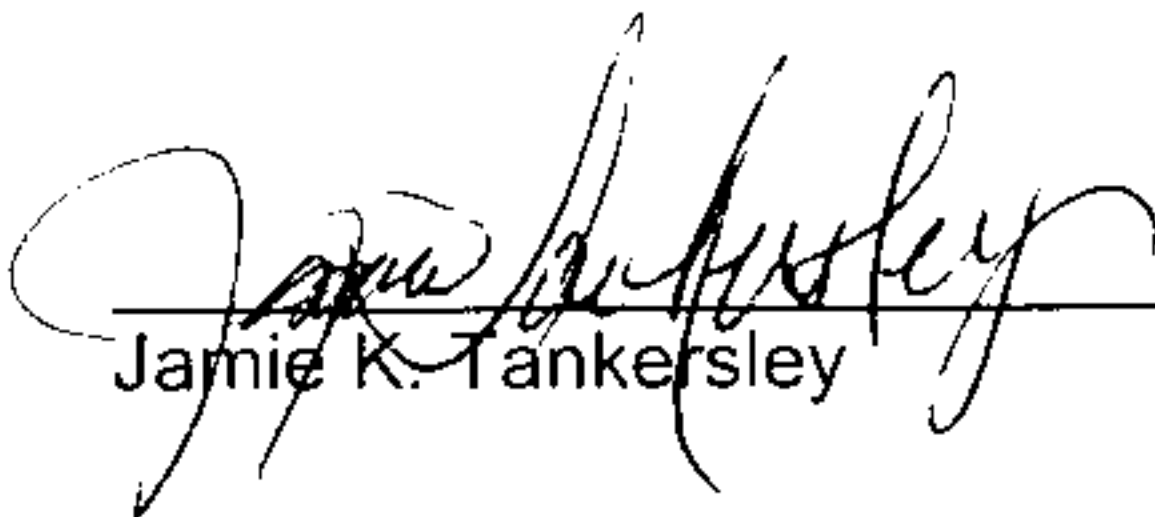
Given under my hand and official seal of office this the 5th day of May, 2017.



NOTARY PUBLIC
My Commission expires: 06-02-2019



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.



Jamie K. Tankersley

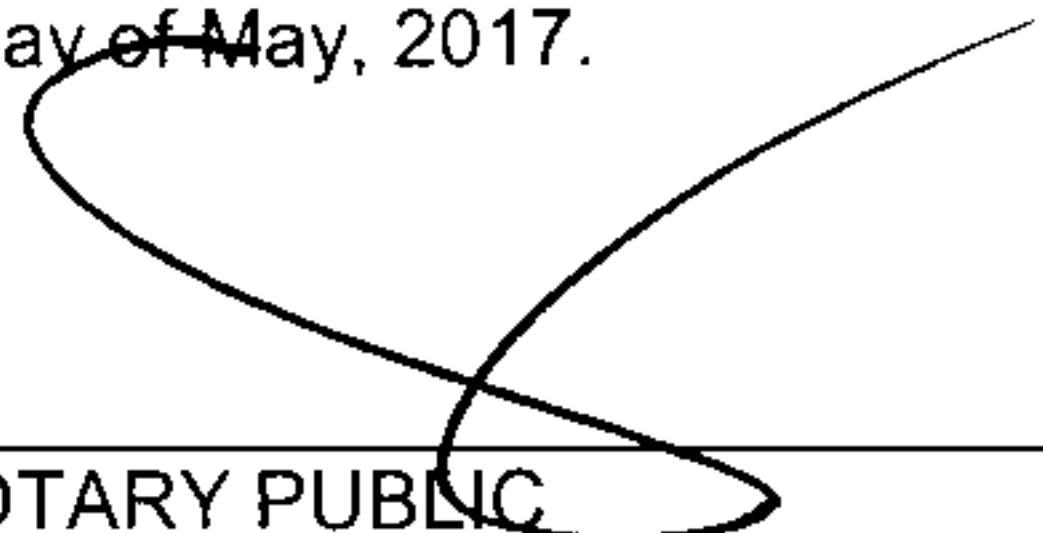


Tiffany M. Tankersley

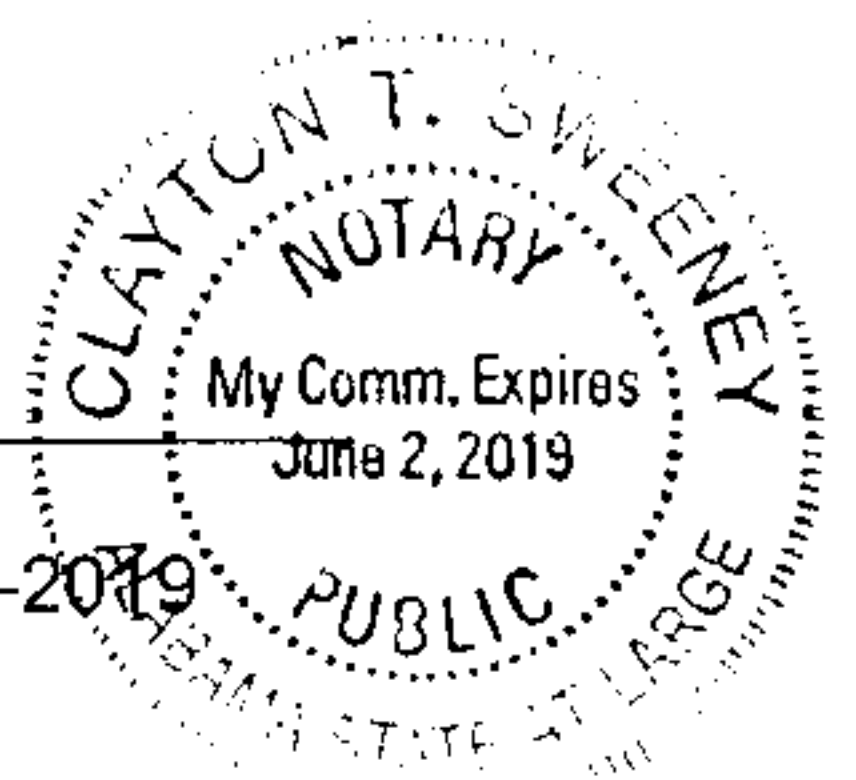
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jamie K. Tankersley and Tiffany M. Tankersley, 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.

Given under my hand and official seal this 5th day of May, 2017.



NOTARY PUBLIC
My Commission expires: 06-02-2019



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Real Estate Sales Validation Form

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

Grantor's Name	Ridge Crest Homes, LLC	Grantee's Name	Jamie K. Tankersley and Tiffany M. Tankersley
Mailing Address	13521 Hwy. 280, Ste. 101 Birmingham, AL 35242	Mailing Address	1026 Parkmont Way Chelsea, AL 35043
Property Address	1026 Parkmont Way Chelsea, AL 35043	Date of Sale	May 5, 2017
		Total Purchase Price	\$ 449,500.00
		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 | ☐ Appraisal |
| ☐ Sales Contract | ☐ Other |
| ☒ Closing Statement | ☐ 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 _____

Ridge Crest Homes, LLC
Print by: Doug McAnally, Closing Manager

Unattested
(verified by)

Sign _____
(Grantor/Grantee/Owner/Agent) circle one



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