

10/10/2017 02:00:33 PM FILED/CERT

Send Tax Notice To: This instrument was prepared by: William R. Ricketts, III and Clayton T. Sweeney, Attorney Lindsey Ricketts 2700 Highway 280 East, Suite 160 628 Grayson Place Birmingham, AL 35223 Chelsea, AL 35043

STATE OF ALABAMA	)	
		STATUTORY JOINT SURVIVORSHIP DEED
COUNTY OF SHELBY	)	

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Two Hundred Two Thousand Four Hundred Dollars and 00/100 (\$202,400.00), 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 GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, William R. Ricketts, III and Lindsey Ricketts (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 7-229, according to the Survey of Chelsea Park 7th Sector, Second Addition, Grayson Place Neighborhood, as recorded in Map Book 45, Page 97, 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, filed 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 7th Sector, filed for record as Instrument No. 20061229000634370, and Supplementary Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20151230000442850 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

## Subject To:

- Ad Valorem taxes due and payable October 1, 2017 and all subsequent years thereafter. (1)
- Building lines as shown by recorded plat in Map Book 45, Page 97. (2)
- Restrictions as shown by recorded map. (3)
- Public utility easements as shown by recorded plat. (4)
- Declaration of Easements and Master Protective Covenants for Chelsea Park, a (5) 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 7th Sector (6) executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20061229000634370 and Supplementary Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7<sup>th</sup> Sector as recorded in Instrument 20151230000442850, in the Probate Office of Shelby County, Alabama.
- 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) Grant of Land Easement with Restrictive Covenants to Alabama Power Company as recorded in Instrument No.20151105000384560, 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.
- (10) Distribution Easement to Alabama Power Company as recorded in Instrument 20071114000552150.
- (11) Transmission line permit to Alabama Power Company as recorded in Deed Book 112, Page 111, Deed Book 107, Page 565, Deed Book 131, Page 491 and Deed Book 194, Page 49.
- (12) Articles of Incorporation of Chelsea Park Residential Association, Inc. recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.
- (13) Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama.

\$192,280.00 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.

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 through its duly authorized closing manager hereunto set its hand and seal this the 27th day of September, 2017.

Embassy Homes, LLC an Alabama limited liability company

Clayton T. Sweeney, Closing Manager

20171010000368370 2/3 \$31.50 20171010000368370 2/3 \$31.50 Shelby Cnty Judge of Probate, AL 10/10/2017 02:00:33 PM FILED/CERT

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 27th day of September, 2017.

LABREST STREET,

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	Grantee's Name	William R. Ricketts, III and Lindsey Ricketts
Mailing Address	5406 Hwy. 280, Ste. C101 Birmingham, AL 35242	Mailing Address	628 Grayson Place Chelsea, AL 35043
Property Address	628 Grayson Place Chelsea, AL 35043	Date of Sale	September 27, 2017
		Total Purchase Price	\$ 202,400.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$
(check one) (Record	r actual value claimed on this form of lation of documentary evidence is n	Appraisal	ntary evidence:
<ul><li>☐ Sales Contract</li><li>☑ Closing Statemen</li></ul>	rt	☐ Other ☐ Deed	
Grantor's name and		Instructions ne of the person or persons conveying	ferenced above, the filing of this form g interest to property and their current
Crantoo's name and r	mailing addraga, provida the name	of the mercen or never to take a inter-	
Grantee's name and r	nailing address - provide the name	of the person or persons to whom inter	est to property is being conveyed.
Property address - the property was conveyed	•	being conveyed, 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	hase of the property, both real and pers	sonal, being conveyed by the instrument
		alue of the property, both real and pers al conducted by a licensed appraiser or	onal, being conveyed by the instrument the assessor's current market value.
the property as deterr		with the responsibility of valuing propert	alue, excluding current use valuation, of by for property tax purposes will be used
			s true and accurate. I further understand ted in <u>Code of Alabama 1975</u> § 40-22-1
Date		Embassy Homes, LLC Print by: Clayton T. Sweene	ey, Closing Manager
Unattested	(verified by)	Sign(Grantor/Grantee/C	wner/Agent) circle one

