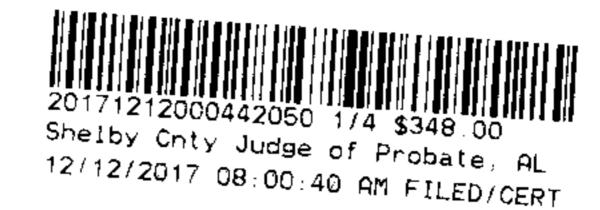
This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: Thomas E. Cooper Nancy B. Cooper 1018 Edgewater Lane Chelsea, AL 35043





## SURVIVORSHIP STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Twenty Three Thousand Eight Hundred Ninety Six and No/100 Dollars (\$323,896.00) to the undersigned grantor, EDDLEMAN RESIDENTIAL, 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 EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto Thomas E. Cooper and Nancy B. Cooper as joint tenants with the right of survivorship (hereinafter referred to as "Grantees", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 10-04, according to the Survey of Chelsea Park, 10th Sector, as recorded in Map Book 37, Page 12, 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 in Instrument No. 20041014000566950, in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 10th Sector recorded in Instrument No. 20061108000548430, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

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 able October 1, 2018 and all subsequent years thereafter.
- (2) Building and setback lines of 15 feet as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama.
- (3) Easement(s), building line(s) and restrictions as shown on recorded map.
- (4) Declaration 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.
- (5) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 10th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20061108000548430 in the Probate Office of Shelby County, Alabama.
- (6) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument No. 20041223000699640 and the Chelsea Park Cooperative District recorded in Instrument No. 20050714000353260 in the Probate Office of Shelby County, Alabama.
- (7) Easement to Alabama Power Company as recorded in Instrument No.20060828000422390 and Instrument No. 20060828000422470 in the Probate Office of Shelby County, Alabama.
- (8) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.
- (9) Transmission line permit to Alabama Power Company, recorded in Deed Book 112, Page

111, in the Probate Office of Shelby County, Alabama.

- (10) Conservation Easement and Declaration of Restrictions and Covenants recorded in Instrument No. 20041228000703990, in the Probate Office of Shelby County, Alabama.
- (11) Restrictions, Covenants, Conditions, Limitations, Reservations, Mineral and mining rights and rights incident thereto and release of damages recorded in Instrument No. 20151202000439880, in the Probate Office of Shelby County, Alabama.

Grantees agree 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.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permitees, licensees and lessees, hereby release and forever discharge Grantor and Chelsea Park, Inc. Chelsea Park Development, Inc., Chelsea Park Development, Ltd., Chelsea Park Properties, Ltd., Chelsea Park Holding, LLC, Park Homes, LLC, Eddleman Residential, LLC, Eddleman Properties, Inc. and Eddleman Realty, LLC (hereinafter referred to as the Chelsea Park entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or noncontiguous. Further, the Grantees, their successors and assigns hereby acknowledges that Grantor shall not be liable for and no action 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 or drainage problems in its present "AS IS" condition. Grantees acknowledge that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Grantor and Chelsea Park entities shall mean and refer to (i) the officers, directors, members, managers, agents and employees of Grantor and Chelsea Park entities as defined herein above and any successors and assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto 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.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 21st day of November, 2017.

**GRANTOR:** 

EDDLEMAN RESIDENTIAL, LLC An Alabama limited liability company

Douglas D. Eddleman, Its President and CEO

Thomas E. Cooper and Nancy B. Cooper Lot 10-04 Chelsea Park 10th Sector

20171212000442050 2/4 \$348.00 Shelby Cnty Judge of Probate: AL

12/12/2017 08:00:40 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 Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, 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 President and CEO, 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 21st day of November, 2017.

NOTARY PUBLIC

My Commission Expires: 06/02/20

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantees, their successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

Buyer

Thomas E. Cooper

Vancy B. Gooper

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas E. Cooper and wife, Nancy B. Cooper, whose name 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 Instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of November, 2017.

NOTARY PUBLIC(

My Commission Expires: 06/02/2019

🗜 My Comm. Expires

June 2, 2019

20171212000442050 3/4 \$348.00 20171212000442050 3/4 \$348.00 Shelby Cnty Judge of Probate: AL 12/12/2017 08:00:40 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	Eddleman Residential, LLC	Grantee's Name	Thomas E. Cooper and
	2700 Hugy 200 Sto 425		Nancy B. Cooper
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1018 Edgewater Lane Chelsea, AL 35043
Property Address	1018 Edgewater Lane Chelsea, AL 35043	Date of Sale	November 21, 2017
		Total Purchase Price	\$ 323,896.00
		or	<del></del>
		Actual Value	\$
		or	
		Assessor's Market Value	\$
•	actual value claimed on this form can ation of documentary evidence is not r	<u> </u>	tary evidence:
If the conveyance doo is not required.	cument presented for recordation conta	ins all of the required information ref	erenced above, the filing of this form
mailing address.  Grantee's name and reported address - the	nailing address - provide the name of t e physical address of the property be	he person or persons to whom interes	interest to property and their current est to property is being conveyed.  Sale - the date on which interest to the
Total purchase price offered for record.		e of the property, both real and perso	onal, being conveyed by the instrument
•	roperty is not being sold, the true value s may be evidenced by an appraisal co	•	onal, being conveyed by the instrument the assessor's current market value.
the property as deterr	•	the responsibility of valuing property	lue, excluding current use valuation, of y for property tax purposes will be used
•	· -		true and accurate. I further understand ed in Code of Alabama 1975 § 40-22-1
Date		Eddleman Residential, L By: Douglas D. Eddleman, F Print	
Unattested	(verified by)	Sign(Grantor/Grantee/O	wner/Agent) circle one

