


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

Send Tax Notice to:  
Jonathon Keith Gallagher and  
Michiko Y. Gallagher  
1039 Evan Circle  
Chelsea, AL 35043

**STATE OF ALABAMA     )**  
**COUNTY OF SHELBY    )**

  
20180302000068880 1/5 \$109.00  
Shelby Cnty Judge of Probate, AL  
03/02/2018 02:50:34 PM FILED/CERT

## **STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of **Two Hundred Eighty Two Thousand and No/100 Dollars (\$282,000.00)** to the undersigned grantor, **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company, (herein referred to as "Grantor"), in hand paid by Grantees 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 **Jonathon Keith Gallagher and Michiko Y. Gallagher** (hereinafter referred to as "Grantees", whether one or more), 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 (the "property"), situated in **Shelby County, Alabama**, to-wit:

Lot 11-26, according to the Survey of Chelsea Park 11th Sector, as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama; being situated in 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, executed by the Grantor and file 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 11th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

\$200,000.00 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.

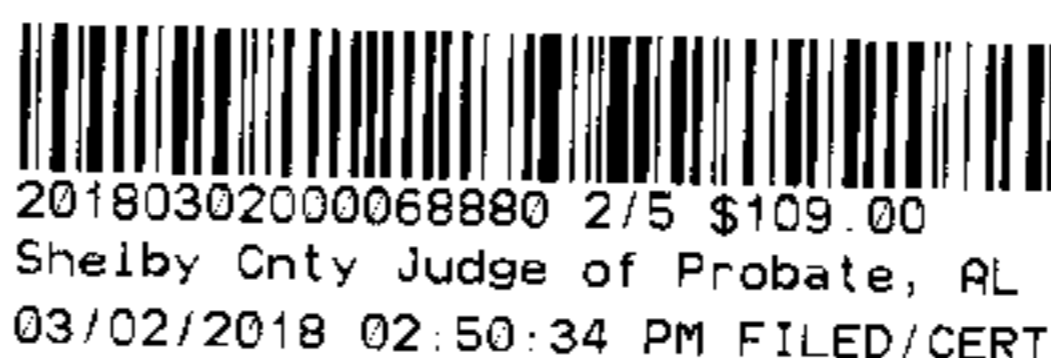
The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2018 and all subsequent years thereafter.
- (2) Restrictions, limitations, conditions and other provisions as set in Map Book 37, Page 12, in the Probate Office of Shelby County, Alabama.
- (3) 15 foot easement along rear lot line as per plat.

Shelby County, AL 03/02/2018  
State of Alabama  
Deed Tax: \$82.00

- (4) Public utility easements as shown by recorded plat.
- (5) 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.
- (6) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 11th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450 in the Probate Office of Shelby County, Alabama.
- (7) 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) Easement to Alabama Power Company as recorded in Instrument No. 20050203000056190, Instrument 20060829000425050 and Instrument 20071029000498200 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) Restrictions, Covenants, Conditions, Limitations, Release of Damages, Mineral and Mining Rights and Reservations appearing of record in Instrument No. 20170331000109700, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

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, permittees, 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 non-contiguous. Further, the Grantees, its 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 Grantees 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 acknowledges 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,



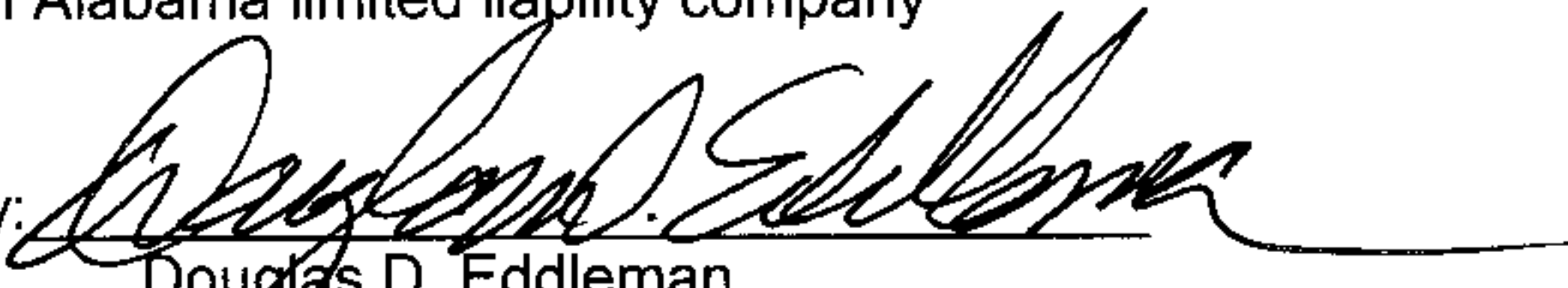
partnerships, limited partnerships, corporations, or other entities holding under or through Grantees.

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 27th day of February, 2018.

GRANTOR:  
EDDLEMAN RESIDENTIAL, LLC  
An Alabama limited liability company

By:

  
Douglas D. Eddleman,  
Its President and CEO

Jonathon Keith and Michiko Y. Gallagher  
Lot 11-26 Chelsea Park 11<sup>th</sup> Sector

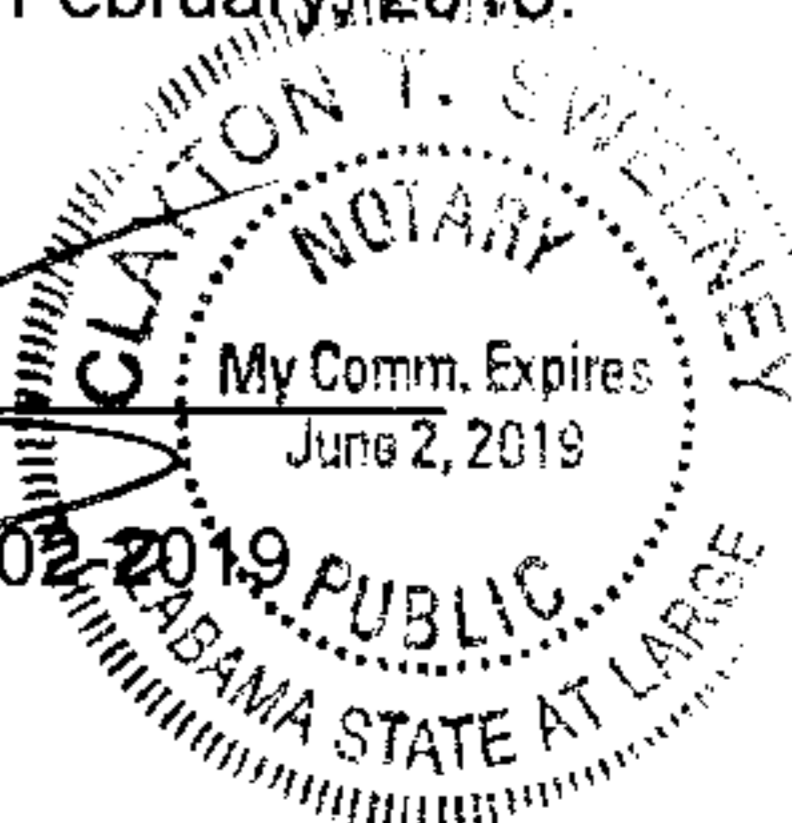
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )


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 27th day of February, 2018.


  
NOTARY PUBLIC

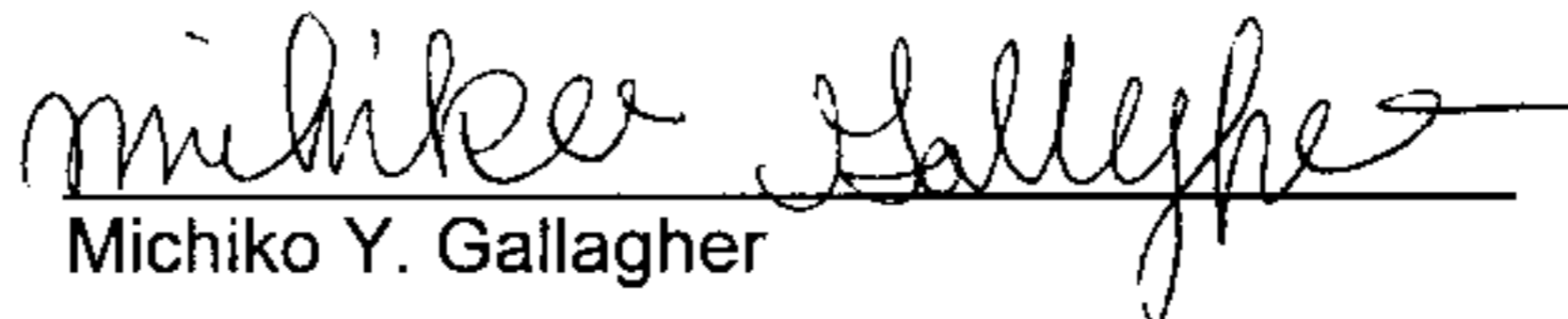
My Commission expires: 06-02-2019



  
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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.

  
Jonathon Keith Gallagher

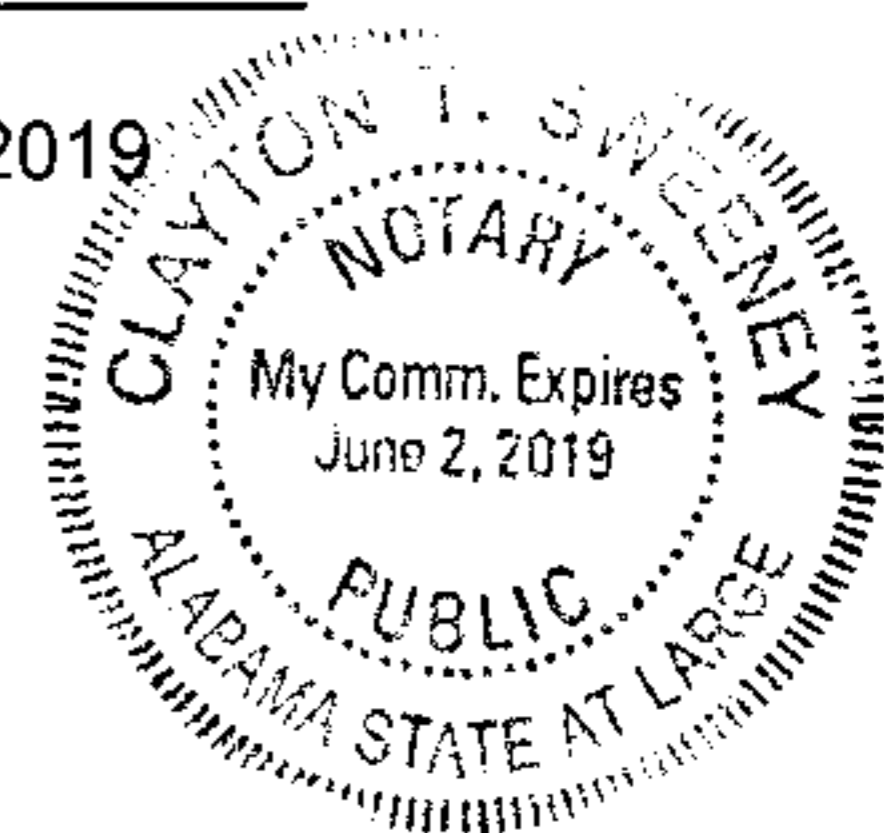
  
Michiko Y. Gallagher

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jonathon Keith Gallagher and wife, Michiko Y. Gallagher, whose names are signed to the foregoing Deed, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of February, 2018.

  
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	Eddleman Residential, LLC	Grantee's Name	Jonathon Keith Gallagher and Michiko Y. Gallagher
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1039 Evan Circle Chelsea, AL 35043
Property Address	1039 Evan Circle Chelsea, AL 35043	Date of Sale	February 27, 2018
		Total Purchase Price	\$ 282,000.00
		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)

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> 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 \_\_\_\_\_

Eddleman Residential, LLC  
Print by Douglas D. Eddleman, President and CEO

Unattested \_\_\_\_\_

(verified by)

Sign \_\_\_\_\_

(Grantor/Grantee/Owner/Agent) circle one



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