

Shelby County, AL 05/08/2018

State of Alabama

Deed Tax:\$49.50

This instrument was prepared by:	Send Tax Notice To:		
Clayton T. Sweeney, Attorney	Michelle E. Foster		
2700 Highway 280 East, Suite 160	599 Grayson Place		
Birmingham, AL 35223	Chelsea, AL 35043		

STATE OF ALABAMA	•	)	STATUTORY WARRANTY DEED
COUNTY OF SHELBY		)	

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Two Hundred Forty Five Thousand Two Hundred and 00/100 (\$245,200.00), 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 GRANTEE herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, Michelle E. Foster (hereinafter referred to as GRANTEE), heirs and assigns, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 7-140, of Chelsea Park 7th Sector, Second Addition, Grayson Place Neighborhood, as recorded in Map Book 45, Page 97, 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 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:

- (1) Ad Valorem taxes due and payable October 1, 2018.
- (2) Easements as shown on recorded plat in said Probate Office.
- (3) Public utility easements, building setback lines and right of ways as shown by recorded plat.
- (4) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 244, Page 587; Instrument No. 1997-9552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341 in said Probate Office.
- (5) Declaration of easements and Master Protective Covenants for Chelsea Park appearing of record in Instrument No. 2004-56695 and Instrument No. 2006-351160 and all covenants, conditions, restrictions and liens for assessments contained therein.
- (6) Notice of final assessments by the Chelsea Park Improvement District One as recorded in Instrument No. 20050209000066520; District Two recorded in Instrument No. 20050209000065530 and District Three recorded in Instrument No. 20050209000065540 in said Probate Office.
- (7) Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460 in said Probate Office.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No. 20050714000353260 in said Probate Office.
- (9) Building lines as shown by recorded plat in Map Book 45, Page 97.
- (10) Restrictions as shown by recorded map.
- (11) Public utility easements as shown by recorded plat.

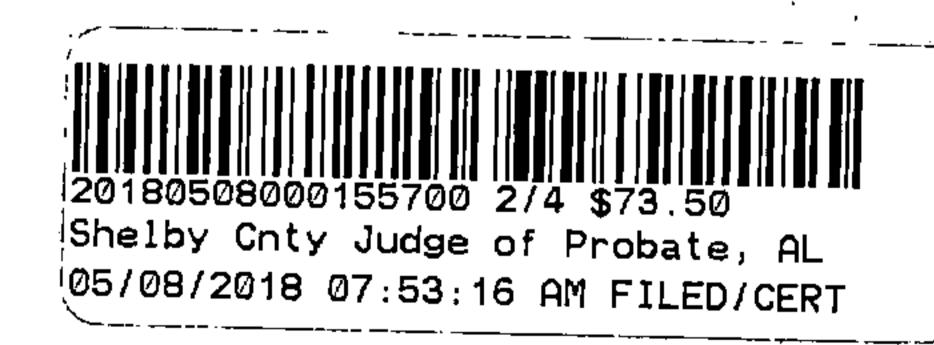
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- (12) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama.
- (13) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector 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.
- (14) 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.
- (15) 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.
- (16) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.
- (17) Distribution Easement to Alabama Power Company as recorded in Instrument 20071114000552150.
- (18) 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.
- (19) Articles of Incorporation of Chelsea Park Residential Association, Inc. recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.
- (20) Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama.

\$196,160.00 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, heirs and assigns forever.



IN WITNESS WHEREOF, said GRANTOR has through its duly authorized representative hereunto set its hand and seal this the 30th day of March, 2018.

**Embassy Homes, LLC** 

an Alabama limited liability company

Claytøn T. Sweeney, Closing Manager

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 30th day of March, 2018.

Marcia Genge White NOTARY PUBLIC

My Commission Expires: 09/21/2020

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20180508000155700 3/4 \$73.50 Shelby Cnty Judge of Probate, AL 05/08/2018 07:53:16 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	Embassy Homes, LLC	Grantee's Name	Michelle E. Foster
Mailing Address	5406 Hwy. 280, Ste. C101 Birmingham, AL 35242	Mailing Address	599 Grayson Place Chelsea, AL 35043
Property Address	599 Grayson Place Chelsea, AL 35043	Date of Sale	
•		Total Purchase Price	<u>\$ 245,200.00</u>
		or	
•		Actual Value	\$
		or	
•		Assessor's Market Value	<u>\$</u>
The nurchase price or	actual value claimed on this form ca	n be verified in the following docume	ntarv evidence:
	ation of documentary evidence is not		
<ul><li>☐ Bill of Sale</li><li>☐ Sales Contract</li><li>☑ Closing Statement</li></ul>		☐ Appraisal ☐ Other ☐ Deed	
		•	eferenced above, the filing of this form
Grantor's name and mailing address.	nailing address - provide the name	Instructions of the person or persons conveying	ng interest to property and their current
Grantee's name and n	nailing address - provide the name of	f the person or persons to whom inte	rest to property is being conveyed.
Property address - the property was conveyed	•	eing 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 purcha	se of the property, both real and per	sonal, being conveyed by the instrument
Actual value - if the profered for record. This	operty is not being sold, the true val s may be evidenced by an appraisal	ue of the property, both real and per conducted by a licensed appraiser of	sonal, being conveyed by the instrument restrance that the assessor's current market value.
the property as detern	and the value must be determined, nined by the local official charged wi be penalized pursuant to <u>Code of Ala</u>	th the responsibility of valuing proper	alue, excluding current use valuation, of rty for property tax purposes will be used
I attest, to the best of that any false statemed (h).	my knowledge and belief that the info ents claimed on this form may result	ormation contained in this document in the imposition of the penalty indicates	is true and accurate. I further understand ated in <u>Code of Alabama 1975</u> § 40-22-1
Date		Embassy Homes, LLC Print by: Clayton T. Sween	•
	- ·		
Unattested	•	Sign	
	(verified by)	(Granto <del>r/Grante</del> e/	

