



20181018000369190 1/6 \$31.00  
 Shelby Cnty Judge of Probate, AL  
 10/18/2018 10:21:18 AM FILED/CERT

**SEND TAX NOTICE TO:**

4G BP 2017, LLC  
 5406 Highway 280 East, Suite C-101  
 Birmingham, AL 35242  
 Attn.: Clark Parker

**UPON RECORDING RETURN TO:**

4G BP 2017, LLC  
 5406 Highway 280 East, Suite C-101  
 Birmingham, AL 35242  
 Attn.: Clark Parker

**THIS INSTRUMENT PREPARED BY:**

Michael M. Partain, Esq.  
 Michael M. Partain, LLC  
 The Kress Building  
 301 Nineteenth Street North, Suite 501  
 Birmingham, AL 35203  
 (205) 458-1240

**NOTE: ALL OF THE PURCHASE PRICE RECEIVED  
 WAS PAID FROM A PURCHASE MONEY MORTGAGE  
 LOAN CLOSED SIMULTANEOUSLY HERewith.**

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

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that in consideration of Ten and 00/100 Dollars (\$10.00) to the undersigned Grantor, in hand paid by the Grantee herein, and other good and valuable consideration, the receipt whereof is acknowledged, **EMBASSY HOMES, LLC**, an Alabama limited liability company (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto, **4G BP 2017, LLC**, an Alabama limited liability company (herein referred to as "Grantee"), the real estate situated in Jefferson County, Alabama, as more particularly described on **EXHIBIT A** attached hereto and made a part hereof (the "Property").

The Property is conveyed **SUBJECT TO** the "Permitted Encumbrances" set forth on **EXHIBIT B** attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise, and except for the Permitted Encumbrances against which the Grantor shall not defend.

(Remainder of page intentionally left blank. See following page for signatures.)


CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer or representative this 10<sup>th</sup> day of October, 2018.

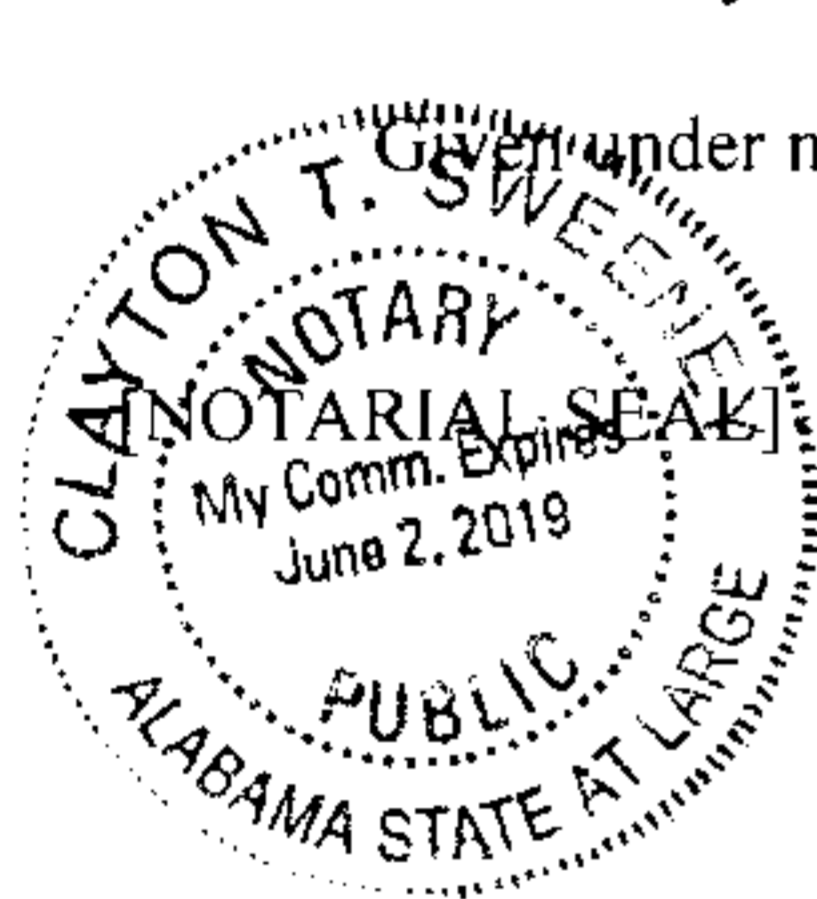
EMBASSY HOMES, LLC

By: [Signature]  
Name: Clark Parker  
Its: Manager

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

  
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark Parker, whose name as Manager of Embassy Homes, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability company.



Given under my hand this 10<sup>th</sup> day of October, 2018.

[Signature]  
Notary Public  
My Commission Expires: 6-2-2019

## **EXHIBIT A**

### **The Property**

Lot 7-180, according to the Survey of Chelsea Park, Third Addition, Grayson Place Neighborhood, as recorded in Map Book 48, Page 95, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by the grantor and 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 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").




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## **EXHIBIT B**

### **Permitted Encumbrances**

1. Taxes due in the year of 2019, a lien, but not yet payable, until October 1, 2019.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title to the Property that would be disclosed by an accurate and complete land survey of the Property. The term "encroachment" includes encroachments of existing improvements located on the Property onto adjoining land, and encroachments onto the Property of existing improvements located on adjoining land.
3. Any applicable zoning ordinances and subdivision regulations, or other ordinances, laws, and regulations.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
6. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.
7. Covenants, conditions and restrictions as shown on Map Book 48, Page 95.
8. Building lines as shown on map recorded at Map Book 48, Page 95.
9. Declaration of Easements and Master protective Covenants for Chelsea Park as recorded in Instrument No. 20041014000566950, as amended.
10. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector as recorded in Instrument No. 20151230000442850.
11. Transmission Line Permit to Alabama Power Company as recorded in Deed 112, Page 111, Deed Book 107, Page 585, Deed Book 131, Page 491, and Deed Book 194, Page 49.
12. Covenants, conditions, restrictions, lines and easements in Chelsea Park Improvement District One Articles of Incorporation in Instrument #20041223000699620.
13. Easement agreement as recorded in Instrument #20040816000457750.
14. Subject to covenants, conditions and restrictions as set forth in documents recorded in Instrument #20041014000566950; Instrument #20041014000566970; Instrument #20041026000590790 and Amended in Instrument #20060720000351160.

15. Articles of Incorporation of The Chelsea Park Improvement District One as recorded in Instrument No. 20041223000699620 and notice of final assessment of District One as recorded in Instrument No. 20050209000065520; Articles of Incorporation of The Chelsea Park Improvement District Two as recorded in Instrument No. 20041223000699630 and notice of final assessment of District Two as recorded in Instrument No. 20050209000065530; and Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument 20050209000065540.
16. Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation LLC as recorded in Instrument #20121107000427750.
17. Subject to the terms, duties, conditions, limitations, obligations and release from damages as set forth in the respective vesting deeds from Chelsea Park Holding, LLC to Embassy Homes, LLC, recorded in Instrument#2018-5269.
18. Distribution Easement to Alabama Power Company as recorded in Instrument #20071114000552150.
19. Right of way in favor of Colonial Pipeline Company as recorded in Book 224 Page 447 and Book 283 Page 716.
20. Grant of Land Easement with Restrictive Covenants to Alabama Power Company as recorded in Instrument #20151105000384560.

  
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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 Embassy Homes, LLC  
Mailing Address 5406 Hwy. 280, Ste. C101  
Birmingham, AL 35242

Grantee's Name 4G BP 2017, LLC  
Mailing Address 5406 Highway 280, Ste. C101  
Birmingham, AL 35242

Property Address 384 Crossbridge Road  
Chelsea, AL 35043

Date of Sale October 10, 2018

Total Purchase Price \$ 50,000.00

or

Actual Value \$

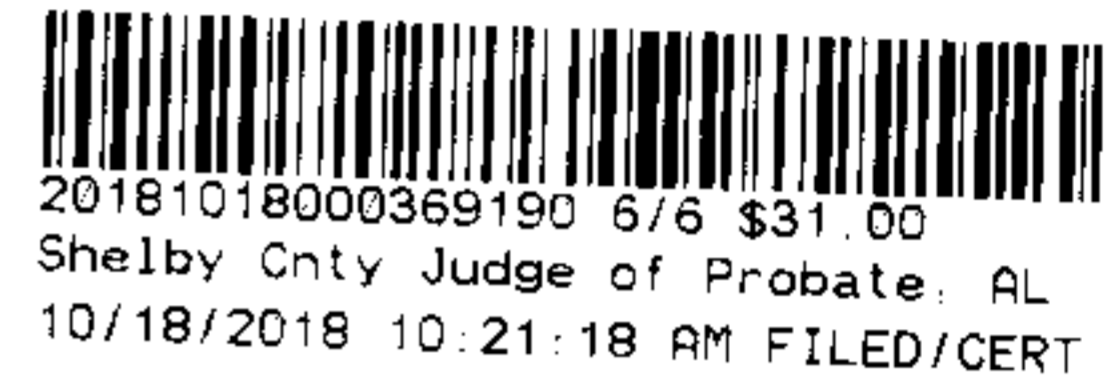
or

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)

- ☐ Bill of Sale  
☐ Sales Contract  
☒ Closing Statement

- ☐ Appraisal  
☐ Other  
☐ 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 \_\_\_\_\_

Embassy Homes, LLC  
Print By: Clayton T. Sweeney, Attorney At Law

Unattested \_\_\_\_\_

(verified by)

Sign \_\_\_\_\_

(Grantor/Grantee/Owner/Agent) Circle one

CLAYTON T. SWEENEY, ATTORNEY AT LAW