This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East Suite 160 Birmingham, AL 35223		Send Tax Notice To: Joey D. Franklin and Alysia G. Franklin 415 Crossbridge Road Chelsea, AL 35043

20181101000387290 1/3 $34.50
Shelby Cnty Judge of Probate, AL
11/01/2018 12:56:08 PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Two Hundred Sixty Seven Thousand Dollars and 00/100 ($267,000.00)**, 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, **Joey D. Franklin and Alysia G. Franklin,** (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 7-169, according to the Survey of Chelsea Park 7th Sector, 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 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, 2019.

(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. 20041014000566950 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 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) 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.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

(10) 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 7th Sector as recorded in Instrument 20151230000442850, in the Probate Office of Shelby County, Alabama.

(11) 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.

(12) 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.

(13) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.

(14) Distribution Easement to Alabama Power Company as recorded in Instrument No. 20071114000552150.

(15) 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.

(16) Articles of Incorporation of Chelsea Park Residential Association, Inc. recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.

$253,650.00 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 GRANTEES, 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 **25th** day of **October**, **2018**.

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Embassy Homes, LLC
an Alabama limited liability company

By: _____
Clayton 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 25th day of October, 2018.

Marcia George White
NOTARY PUBLIC
My Commission Expires: 09/21/2020

NOTARY PUBLIC

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	Joey D. Franklin and Alysia G. Franklin
Mailing Address	5406 Hwy. 280, Ste. C101 Birmingham, AL 35242	Mailing Address	415 Crossbridge Road Chelsea, AL 35043
Property Address	415 Crossbridge Road Chelsea, AL 35043	Date of Sale	October 25, 2018
		Total Purchase Price	$ 267,000.00
		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

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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_____ Print Embassy Homes, LLC by: Clayton T. Sweeney, Closing Manager

_____Unattested _____ (verified by)

Sign_____ (Grantor/Grantee/Owner/Agent) circle one

Shelby County, AL 11/01/2018
State of Alabama
Deed Tax:$13.50

CLAYTON T. SWEENEY, ATTORNEY AT LAW