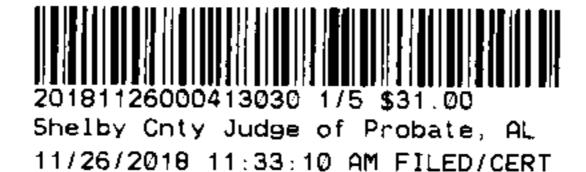
SEENEY ATTORNEY AT LAW

This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: Angela Marie Chapman and Jason Andrew Bigbie 3004 Springfield Drive Chelsea, AL 35043

## STATE OF ALABAMA COUNTY OF SHELBY



## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Ninety Six Thousand Four Hundred and No/100 Dollars (\$196,400.00) 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 Angela Marie Chapman and Jason Andrew Bigbie, 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 her heirs and assigns (hereinafter referred to as "Grantees", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 7-44, according to the Survey of Chelsea Park 7th Sector, First Addition, as recorded in Map Book 37, Page 120, 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 recorded 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").

\$192,842.00 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, 2019 and all subsequent years thereafter.
- (2) Building and setback lines as recorded in Map Book 37, Page 120, in the Probate Office of Shelby County, Alabama.
- (3) Public utility easements as shown by recorded plat.
- (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 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 in Instrument No. 20151230000442850, as recorded in Instrument 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 Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065540 in the Probate Office of Shelby County,

Alabama.

- (7) Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument No. 20050714000353260, in the Probate Office of Shelby County, Alabama.
- (8) Grant of Land Easement and restrictive covenants in favor of Alabama Power Company as recorded in Instrument No.20060828000422390 and Instrument No. 20060828000422470 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) Articles of Incorporation of Chelsea Park Residential Association, Inc. recorded in Instrument No. 200413/8336, in the Probate Office of Jefferson County, Alabama.
- (11) Transmission line permit to Alabama Power Company recorded Alabama Power Company recorded in Deed Book 112, Page 111, Deed Book 107, Page 565, Deed 131, Page 491, and Deed Book 194, Page 49, in the Probate Office of Shelby County, Alabama.
- (12) Easement to Bellsouth Telecommunications, Inc., as recorded in Instrument No. 20060630000315710, in the Probate Office of Shelby County, Alabama.
- (13) Restrictions, Covenants, Conditions, Limitations, Reservations, Title to all minerals within and underlying the premises, together with all mining right, privileges and immunities relating thereto and release of damages, as recorded in Instrument No.20180808000283040, in the Probate Office of Shelby County, Alabama.

Grantee agrees 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 Grantee, 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 Grantee, 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 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. Grantee 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 tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, 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



11/26/2018 11:33:10 AM FILED/CERT

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 20th day of November, 2018.

**GRANTOR:** 

EDDLEMAN RESIDENTIAL, LLC An Alabama limited liability company

Douglas D. Eddleman,

Its Fresident and CEO

Angela M. Chapman and Jason A. Bigbie Lot 7-44 Chelsea Park 7th 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 20th day of November, 2018.

NOTARY PUBLIC

My Commission Expires: 06

Shelby Cnty Judge of Probate: AL

11/26/2018 11:33:10 AM FILED/CERT

Shelby County, AL 11/26/2018 State of Alabama Deed Tax: \$4.00

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.

Angela Marie Chapman

Jason Andrew Bigbie

11/20/18

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Angela Marie Chapman and Jason Andrew Bigbie, 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 20th day of November, 2018.

NOTARY PUBLIC

My Commission expires: 06(02)2015

AND STATE AT

My Comm. Expires

June 2, 2019

20181126000413030 4/5 \$31.00 Shelby Cnty Judge of Probate, AL 11/26/2018 11:33:10 AM FILED/CERT

## Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Eddleman Residential, LLC

Grantor's Name

Grantee's Name

Angela Marie Chapman and

			Jason Andrew Bigbie
Mailing Address	2700 Hwy. 280, Ste. 425	Mailing Address	3004 Springfield Circle Chelsea, AL 35043
Mailing Address	Birmingham, AL 35223	mailing / taurooo	Cheisea, AL 300-0
Property Address	3004 Springfield Circle Chelsea, AL 35043	Date of Sale	November 20, 2018
		Total Purchase Price	\$ 196,400.00
		or	
		Actual Value	<u>\$</u>
		or	
		Assessor's Market Value	<u>\$</u>
	r actual value claimed on this form car lation of documentary evidence is not		tary evidence:
f the conveyance doo s not required.	cument presented for recordation cont	tains all of the required information ref	ferenced above, the filing of this form
		Instructions	<del></del>
Grantor's name and	mailing address - provide the name	of the person or persons conveying	g interest to property and their current
	mailing address - provide the name	of the person or persons conveying	g interest to property and their current
nailing address.	mailing address - provide the name mailing address - provide the name of		est to property and their current est to property is being conveyed.
nailing address. Grantee's name and in Property address - th	mailing address - provide the name of e physical address of the property b	the person or persons to whom interes	est to property is being conveyed.
nailing address.  Frantee's name and reproperty address - the property was conveyed for all purchase price.	mailing address - provide the name of se physical address of the property bed.	the person or persons to whom interesting conveyed, if available. Date of	est to property is being conveyed. Sale - the date on which interest to the
Grantee's name and reproperty address - the property was conveyed for record.  Actual value - if the property was a conveyed for record.	mailing address - provide the name of se physical address of the property bed. - the total amount paid for the purcha	the person or persons to whom interesting conveyed, if available. Date of see of the property, both real and persone of the property, both real and persone of the property, both real and persone of the property.	est to property is being conveyed.  Sale - the date on which interest to the onal, being conveyed by the instrument onal, being conveyed by the instrument
Grantee's name and reproperty address - the property was conveyed for record.  Actual value - if the profered for record. This is provided the property as determined as determined to the property as determined to the	mailing address - provide the name of the physical address of the property bed.  - the total amount paid for the purchatis may be evidenced by an appraisal of and the value must be determined,	the person or persons to whom inter- eing conveyed, if available. Date of see of the property, both real and personducted by a licensed appraiser or the current estimate of fair market value of the responsibility of valuing property	est to property is being conveyed.  Sale - the date on which interest to the onal, being conveyed by the instrument onal, being conveyed by the instrument the assessor's current market value.
Grantee's name and reproperty address - the property was conveyed for record.  Actual value - if the profered for record. This is provided the property as determined the taxpayer will be attest, to the best of	mailing address - provide the name of the physical address of the property bed.  - the total amount paid for the purchal roperty is not being sold, the true values may be evidenced by an appraisal of and the value must be determined, mined by the local official charged with the penalized pursuant to Code of Alal my knowledge and belief that the info	the person or persons to whom interesting conveyed, if available. Date of see of the property, both real and personducted by a licensed appraiser or the current estimate of fair market value to the responsibility of valuing propert bama 1975 § 40-22-1 (h).	est to property is being conveyed.  Sale - the date on which interest to the onal, being conveyed by the instrument onal, being conveyed by the instrument the assessor's current market value.  Alue, excluding current use valuation, of y for property tax purposes will be used
Grantee's name and reproperty address - the property was conveyed for record.  Actual value - if the profered for record. This is provided the property as determined the taxpayer will be attest, to the best of that any false statements.	mailing address - provide the name of the physical address of the property bed.  - the total amount paid for the purchal roperty is not being sold, the true values may be evidenced by an appraisal of and the value must be determined, mined by the local official charged with the penalized pursuant to Code of Alal my knowledge and belief that the info	the person or persons to whom interesting conveyed, if available. Date of see of the property, both real and personducted by a licensed appraiser or the current estimate of fair market value to the responsibility of valuing propert bama 1975 § 40-22-1 (h).	est to property is being conveyed.  Sale - the date on which interest to the onal, being conveyed by the instrument onal, being conveyed by the instrument the assessor's current market value.  Alue, excluding current use valuation, of y for property tax purposes will be used that the code of Alabama 1975 § 40-22-1
Property address - the property was conveyed for record.  Actual value - if the profered for record. This is provided the property as determined the taxpayer will be attest, to the best of that any false statements.	mailing address - provide the name of the physical address of the property bed.  - the total amount paid for the purchal roperty is not being sold, the true values may be evidenced by an appraisal of and the value must be determined, mined by the local official charged with the penalized pursuant to Code of Alal my knowledge and belief that the info	the person or persons to whom interesting conveyed, if available. Date of see of the property, both real and personducted by a licensed appraiser or the current estimate of fair market value to the responsibility of valuing propert barna 1975 § 40-22-1 (h).  The imposition of the penalty indicated the penalty indicated the penalty indicated the responsibility of the penalty indicated the imposition of the penalty indicated the responsibility of the penalty indicated the imposition of the penalty indicated the penalty indic	est to property is being conveyed.  Sale - the date on which interest to the onal, being conveyed by the instrument onal, being conveyed by the instrument the assessor's current market value.  Alue, excluding current use valuation, of y for property tax purposes will be used that the code of Alabama 1975 § 40-22-1
Property address - the property was conveyed for record.  Actual value - if the profered for record. This is provided the property as determined the taxpayer will be attest, to the best of that any false statements.	mailing address - provide the name of the physical address of the property bed.  - the total amount paid for the purchal roperty is not being sold, the true values may be evidenced by an appraisal of and the value must be determined, mined by the local official charged with the penalized pursuant to Code of Alal my knowledge and belief that the info	eing conveyed, if available. Date of see of the property, both real and personducted by a licensed appraiser or the current estimate of fair market value to the responsibility of valuing propert barna 1975 § 40-22-1 (h).  Eddleman Residential, Print by Douglas D. Eddleman Sign	est to property is being conveyed.  Sale - the date on which interest to the onal, being conveyed by the instrument onal, being conveyed by the instrument the assessor's current market value.  Alue, excluding current use valuation, of y for property tax purposes will be used that the code of Alabama 1975 § 40-22-1

