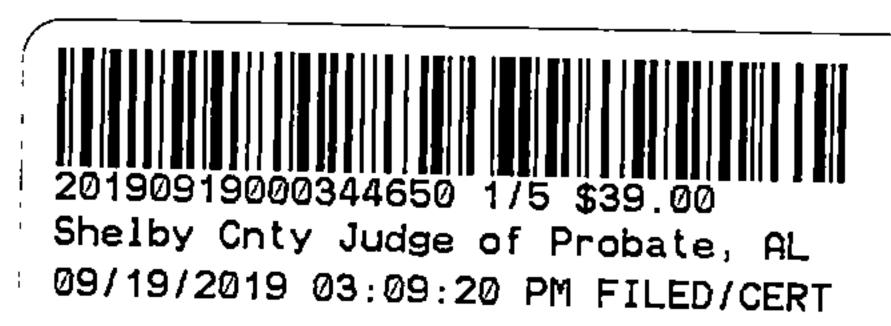
This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223

Send Tax Notice to: Monika Howard 3024 Springfield Circle Chelsea, AL 35043

STATE OF ALABAMA )
COUNTY OF SHELBY )



## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Fifty Nine Thousand Two Hundred Ninety Two and 00/100 Dollars (\$259,292.00) 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 Monika Howard, her heirs and assigns (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 7-39, 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 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 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").

\$254,594.00 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.

Grantee agrees to observe and perform all obligations imposed upon said Grantee 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 property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, her heirs, successors and assigns, in fee simple, forever.

20190919000344650 2/5 \$39.00 Shelby Cnty Judge of Probate, AL 09/19/2019 03:09:20 PM FILED/CERT IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 13th day of September, 2019.

**GRANTOR:** 

EDDLEMAN RESIDENTIAL, LLC an Alabama limited liability company

Douglas D. Eddleman,

Monika Howard Lot 7-39 Chelsea Park 7<sup>th</sup> Sector

STATE OF ALABAMA )
COUNTY OF JEFFERSON )

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Shelby Cnty Judge of Probate, AL 09/19/2019 03:09:20 PM FILED/CERT

: My Comm. Expire.

June 2, 2023

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 13th day of September, 2019.

NOTARY PUBLIC

My Commission Expires: 06/02

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, her successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

Monika Howard

STATE OF ALABAMA **COUNTY OF JEFFERSON** 

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Monika Howard, whose name 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, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of September, 2019.

**NOTARY PUBLIC** My Commission Expikes: 06/02/2023

Shelby Cnty Judge of Probate, AL

09/19/2019 03:09:20 PM FILED/CERT

: My Comm. Expires

June 2, 2023

## MAYTON T. SHEETE, ATTOREY AT LA

## 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	Monika Howard
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	3024 Springfield Circle Chelsea, AL 35043
Property Address	3024 Springfield Circle Chelsea, AL 35043	Date of Sale	<u>September 13, 2019</u>
		Total Purchase Price	\$ 259,252.00
		or	
Shelby County, AL	. 09/19/2019	Actual Value	<u>\$</u>
State of Alabama Deed Tax:\$5.00		or	
		Assessor's Market Value	<u>\$</u>
•	dation of documentary evidence is not	n be verified in the following document required)  Appraisal Other Deed	tary evidence:
If the conveyance doos is not required.	cument presented for recordation con	tains all of the required information ref	ferenced above, the filing of this form
		Instructions	
Grantor's name and mailing address.	mailing address - provide the name	of the person or persons conveying	interest to property and their current
Grantee's name and	mailing address - provide the name of	f the person or persons to whom interes	est to property is being conveyed.
Property address - the property was conveyed	•	eing conveyed, if available. Date of S	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 pers	onal, being conveyed by the instrument
		ue of the property, both real and pers conducted by a licensed appraiser or	onal, being conveyed by the instrument the assessor's current market value.
the property as deter	•	th the responsibility of valuing propert	alue, excluding current use valuation, of y for property tax purposes will be used
	•		true and accurate. I further understand ted in <u>Code of Alabama 1975</u> § 40-22-1
Date		Eddleman Residential, leadleman Print by Douglas D. Eddleman	LLC an, President and CEO
Unattested	(verified by)	Sign Grantor/Grantee/C	wner/Agent) circle one

20190919000344650 5/5 \$39.00 Shelby Cnty Judge of Probate, AL 09/19/2019 03:09:20 PM FILED/CERT