

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

Send Tax Notice To:
Mitchell James Kavanagh and
Leah Paul Kavanagh
2953 Zilphy Street
Hoover, AL 35244

Shelby County, AL 09/15/2020
State of Alabama
Deed Tax: \$21.00



20200915000412570 1/3 \$49.00
Shelby Cnty Judge of Probate, AL
09/15/2020 02:27:59 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Four Hundred Nineteen Thousand Three Hundred Seventy Four and NO/100 Dollars (\$419,374.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **Embridge Homes, LLC**, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Mitchell James Kavanagh and Leah Paul Kavanagh** (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 483, according to the Final Plat of the Mixed Use Subdivision of Lake Wilborn Phase 4B, as recorded in Map Book 50, Page 76, in the Probate Office of Shelby County, Alabama.

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.

\$398,405.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

SUBJECT TO:

1. Ad valorem taxes for 2020 and subsequent years not yet due and payable until October 1, 2020.
2. Existing covenants and restrictions, easements, building lines and limitations of record.
3. Grant of land Easement in Land for an Underground Subdivision in favor of Alabama Power Company as recorded in 2018-39221.
4. Easement Agreement between United States Steel Corporation and P.R. Wilborn, LLC recorded in Jefferson County Instrument #2016017964 and Shelby County Instrument #2016-5873 as amended in Instrument #2018-15448.
5. Easement for Pole Line in favor of Alabama Power Company as recorded in Instrument #2017-10232 and Instrument #2017-39748.
6. Reservation and Grant of Easements and Restrictive Covenants as recorded in that deed from United States Steel Corporation to P. R. Wilborn, LLC as recorded in Jefferson County Instrument #2016-17965 and Shelby County Instrument #2016-5874 as amended by Instrument #2018-15451.
7. Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions as recorded in Shelby County Instrument #2017-33399 as amended from time to time to add additional property (this sector added by the Ninth Amendment recorded in Instrument #20190531000188090).
8. Non-exclusive easement for ingress and egress and public utilities as set forth in Instrument 1994-03931 Shelby County and Instrument #'s 200260-2612 and 9402-4111 Jefferson County.
9. All easements, set back lines, water lines, restrictions, sanitary sewer, variable sanitary sewer easement and common areas as set forth in Map Book 50 Page 76.
10. Sanitary sewer easement in favor of Jefferson County as recorded in Instrument 2018-1676.
11. Sanitary sewer easement in favor of Jefferson County as recorded in LR200662 PG 25279.
12. Railroad right of way as set forth in DT page 655 and Deed Book 11, page 344.
13. Railroad right of way as set for in Deed Book 311, Pages 295 and 303.
14. Right of way to Alabama Power Company as recorded in Deed 239, page 539.
15. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #628 dated 9/10/1914 as amended by Bessemer Real Volume 1015, page 69.
16. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #2137 dated 8/6/1929 as amended by Bessemer Real Volume 1015, page 72.
17. Right of way to Alabama Power Company as evidenced by United States Steel Document C&A #7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, page 75.

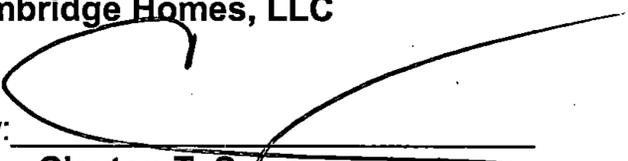
CLAYTON T. SWEENEY, ATTORNEY AT LAW

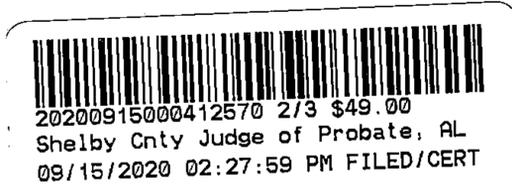
18. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Instrument #2002-4257 and in condemnation proceedings filed in Case No. 27-254 and Case No. 28-57.
19. Condemnation Case styled Alabama Power Company v. C.C. Wilborn et al in Probate Case No. 56719.
20. Right of way from USX Corporation to Alabama Power Company recorded in Instrument #200013-7924.
21. Sanitary Sewer pipeline from Auburn University Foundation to Jefferson County as recorded in Instrument #9962-1659.
22. Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Instrument #9863-911.
23. Storm water drainage easement agreement between USX and City of Hoover as recorded in Instrument #9961-2379 and Instrument #9961-2380.
24. Right of way to Alabama Power Company recorded at Birmingham Volume 730, Page 383.
25. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Bessemer Volume 326, Page 101.
26. Intentionally deleted.
27. Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138 page 91, Deed Book 138 page 96, and Deed Book 238 Page 137.
28. Right of way to Alabama Power Company as recorded in Instrument 200013-7924.
29. Right of way to Alabama Power Company as recorded in Volume 143 Page 353.
30. Mineral and mining rights recorded in Volume 205, Page 698.
31. Sanitary Sewer Easement in favor of Jefferson County referred to as the Fleming Sewer Extension Easement as recorded in LR200662 Pg: 25279 Jefferson County and Instrument 2006-18051 Shelby County.
32. Right of way to Alabama Power Company as recorded in Real Volume 26 page 773 Jefferson County.
33. Right of way to Water Works Board of the City of Birmingham as recorded in Instrument 2017-338660.
34. Covenants contained in deed to Embridge Homes LLC recorded in Instrument #2018-369050.

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 representative hereunto set its hand and seal this the 9th day of September, 2020.

Embridge Homes, LLC

By: 
Clayton T. Sweeney
 Its: **Closing Manager**

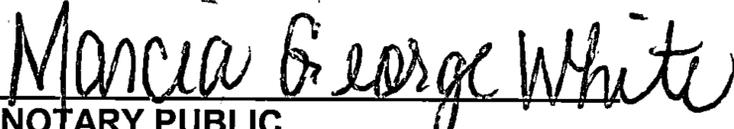


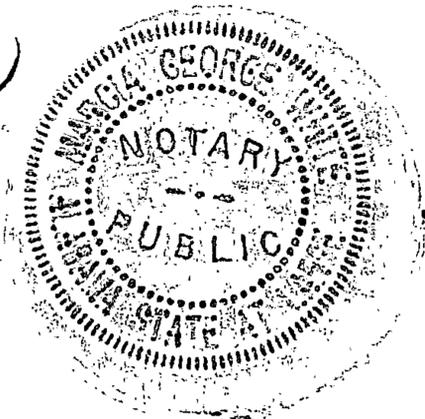
STATE OF ALABAMA)

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 Embridge 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 9th day of September 2020.


 NOTARY PUBLIC
 My Commission Expires: 09-21-2020



Real Estate Sales Validation Form

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

Grantor's Name	Embridge Homes, LLC	Grantee's Name	Mitchell James Kavanagh and Leah Paul Kavanagh
Mailing Address	5406 Highway 280, Ste. C101 Birmingham, AL 35242	Mailing Address	2953 Zilphy Street Hoover, AL 35244
Property Address	2953 Zilphy Street Hoover, AL 35244	Date of Sale	<u>September 9, 2020</u>
		Total Purchase Price	<u>\$ 419,374.00</u>
		or	_____
		Actual Value	<u>\$ _____</u>
		or	_____
		Assessor's Market Value	<u>\$ _____</u>

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)

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Closing Statement | <input type="checkbox"/> 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 _____ Print Embridge Homes, LLC
By: Clayton T. Sweeney, Closing Manager

Unattested (verified by) _____ Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

