

This instrument was prepared by: Clayton T. Sweeney, Attorney 2700 Highway 280 East Suite 160 Birmingham, AL 35223		Send Tax Notice To: Cody Steven Lewis Kathleen Mary Lewis 1005 Evan Circle Chelsea, AL 35043
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STATE OF ALABAMA )  
COUNTY OF SHELBY ) **STATUTORY JOINT SURVIVORSHIP DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That, for and in consideration of **Three Hundred Twenty Five Thousand Eight Hundred Seventy Three Dollars and 00/100 (\$325,873.00)**, 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, **Cody Steven Lewis and Kathleen Mary Lewis**, (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 11-34, according to the Survey of Chelsea Park 11th Sector, as recorded in Map Book 37, 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, executed by the Grantor and 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 11th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

\$276,992.00 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.

Subject To:

- 1) Ad Valorem taxes due and payable October 1, 2021 and all subsequent years thereafter.
- 2) Building and setback lines as recorded in Map Book 37, Page 95, 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; Supplementary Declaration and Amendment to The Declaration of Covenants, Conditions, and Restrictions as recorded in Instrument 2015123000442850; Partial Assignment of Developers Rights as recorded in Instrument 20160830000314840; Amendment as recorded in Instrument 20170728000271000 in the Probate Office of Shelby County, Alabama.
- 5) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 11th Sector Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20070831000411450 in the Probate Office of Shelby County, Alabama.
- 6) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument No. 20041223000699640, in the Probate Office of Shelby County, Alabama.
- 7) Notice of Final Assessment of Real Property due and payable to Chelsea Park Improvement District Three as recorded in Instrument No. 20050209000065540 in the Probate Office of Shelby County, Alabama. Such potential assessments constitute a super-priority lien on subject property created by Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act") and evidenced via Resolution and Assessment Report being filed

CLAYTON T. SWEENEY, ATTORNEY AT LAW




with the City of Chelsea.

- 8) Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument No. 2005714000353260, in the Probate Office of Shelby County, Alabama. Any and all continuing liens encumbering the subject property which may be created by potential future amounts owed to The Chelsea Cooperative District.
- 9) Easement to Alabama Power Company as recorded in Instrument No.20050203000056190, Instrument No. 20060829000425050 and Instrument No. 20071029000498200, in the Probate Office of Shelby County, Alabama.
- 10) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.
- 11) Transmission line permit to Alabama Power Company recorded in Deed Book 112, Page 111, Deed Book 107, Page 565, Deed Book 131, Page 491 and Deed Book 194, Page 49 in the Probate Office of Shelby County, Alabama.
- 12) Articles of Incorporation of Chelsea Park Residential Association, Inc., recorded in Instrument No. 200413/8336, in the Probate Office of Jefferson County, Alabama.
- 13) Restrictions, Covenants, Conditions, Reservations, Easements, Release of Damages and mineral and mining rights and rights incident thereto recorded in Instrument 20181127000413580, in the Probate Office of Shelby County, Alabama.

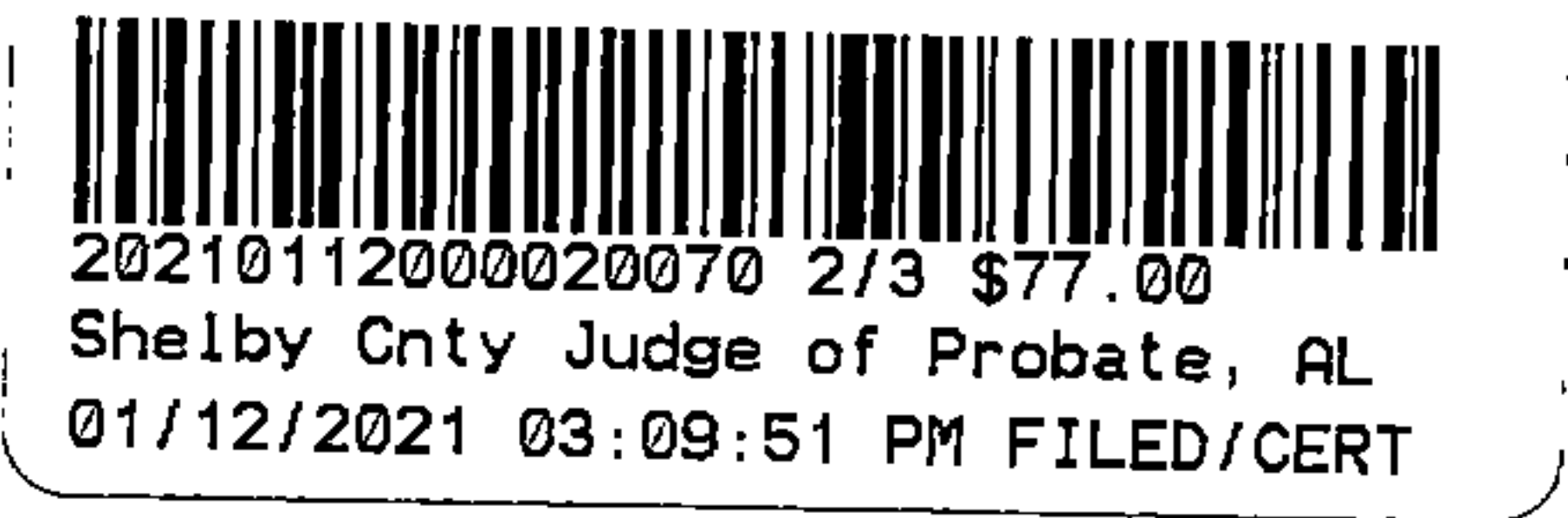
TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

IN WITNESS WHEREOF, said GRANTOR has through its duly authorized closing manager hereunto set its hand and seal this the 30th day of December, 2020.

Embassy Homes, LLC  
an Alabama limited liability company

By:   
Clayton T. Sweeney, Closing Manager

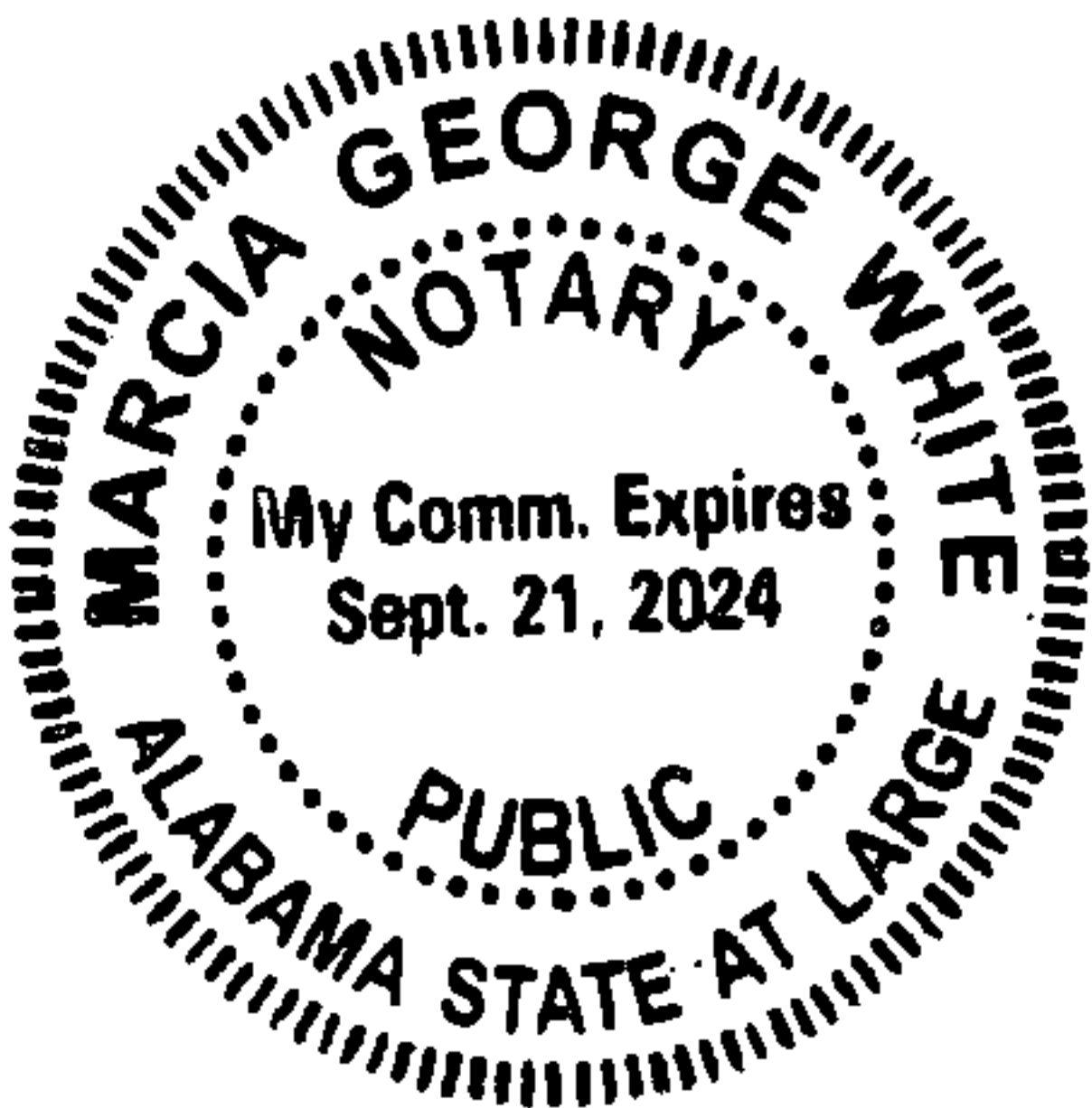
STATE OF ALABAMA       )  
  
COUNTY OF JEFFERSON   )



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 30th day of December, 2020.

  
NOTARY PUBLIC  
My Commission Expires: 09/21/2024



# 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	Cody Steven Lewis and Kathleen Mary Lewis
Mailing Address	5406 Hwy. 280, Ste. C101 Birmingham, AL 35242	Mailing Address	1005 Evan Circle Chelsea, AL 35043
Property Address	1005 Evan Circle Chelsea, AL 35043	Date of Sale	December 30, 2020
		Total Purchase Price	\$ 325,873.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$

Shelby County, AL 01/12/2021  
State of Alabama  
Deed Tax: \$49.00

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 \_\_\_\_\_

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

Unattested \_\_\_\_\_  
(verified by)

Sign \_\_\_\_\_  
(Grantor/Grantee/Owner/Agent) circle one



20210112000020070 3/3 \$77.00  
Shelby Cnty Judge of Probate, AL  
01/12/2021 03:09:51 PM FILED/CERT