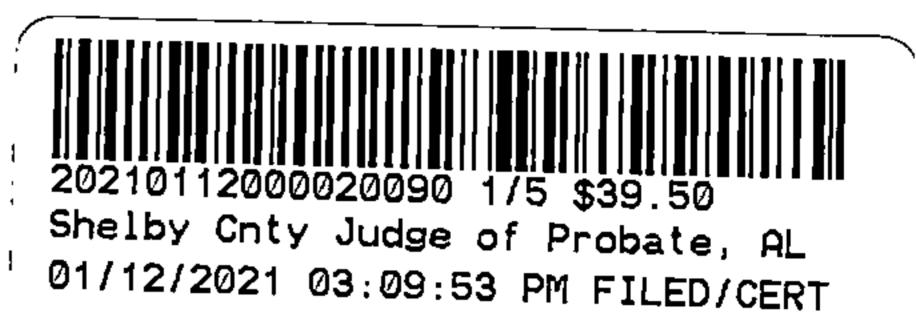
CLAYTON P. SIMPERIEN, ATTORNEY AT LAW

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

STATE OF ALABAMA )
COUNTY OF SHELBY )

Send Tax Notice to: Bradley Michael McCain and Wendy M. McCain 364 Crossbridge Road Chelsea, AL 35043



## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Two Hundred Ninety Eight Thousand Nine Hundred and 00/100 Dollars (\$298,900.00) to the undersigned grantor, EDDLEMAN RESIDENTIAL, LLC, an Alabama limited liability company (herein referred to as "Grantor"), in hand paid by Grantees 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 Bradley Michael McCain and Wendy M. McCain (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 (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 7-185, 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 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").

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.

\$293,485.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) Ad Valorem taxes due and payable October 1, 2021 and all subsequent years thereafter.
- (2) Building lines as shown by recorded plat in Map Book 48, Page 95.
- (3) Restrictions as shown by recorded map.
- (4) Public utility easements as shown by recorded plat.
- (5) 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.
- (6) 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.

- (7) 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. Such potential assessments constitute a 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 with the City of Chelsea.
- (8) 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.
- (9) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.
- (10) Distribution Easement to Alabama Power Company as recorded in Instrument 20071114000552150.
- (11) 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.
- (12) Articles of Incorporation of Chelsea Park Residential Association, Inc. recorded in Instrument 200413/8336, in the Probate Office of Jefferson County, Alabama.
- (13) Certificate of Incorporation of The Chelsea Park Cooperative District, recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama.
- (14) Restrictions, Covenants, Conditions, Limitations, Reservations, Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto and release of damages, recorded in Instrument 20200609000233170, 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 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.

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IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 30th day of December, 2020.

**GRANTOR:** 

EDDLEMAN RESIDENTIAL, LLC an Alabama limited liability company

Douglas D. Eddleman,

ts/President and CEO

Bradley Michael McCain and Wendy M. McCain Lot 7-157 Chelsea Park 7th Sector

STATE OF ALABAMA COUNTY OF JEFFERSON

20210112000020090 3/5 \$39.50 Shelby Cnty Judge of Probate, AL 01/12/2021 03:09:53 PM FILED/CERT

My Comm. Expires:

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 30th day of December, 2020.

NOTARY PUBLIC

My Commission/Expires: -06/02/2023

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.

Bradley Michael McCain

Wendy M. McCain

STATE OF ALABAMA )
COUNTY OF JEFFERSON )

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Bradley Michael McCain and Wendy M. McCain,** 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 30th day of December, 2020.

NOTARY PUBLIC

My Commission Expires: 06/02/2023

: My Comm. Expires:

June 2, 2023

## 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	Bradley Michael McCain and Wendy M. McCain
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	364 Crossbridge Road Chelsea, AL 35043
Property Address	364 Crossbridge Road Chelsea, AL 35043	Date of Sale	<u>December 30, 2020</u>
		Total Purchase Price	\$ 298,900.00
		or	
Shelby County		Actual Value	\$
Shelby County, State of Alabam	AL 01/12/2021 a	or	
Deed Tax:\$5.50		Assessor's Market Value	\$
check one) (Record Bill of Sale Sales Contract	r actual value claimed on this form car lation of documentary evidence is not	——————————————————————————————————————	ntary evidence:
Closing Statement  f the conveyance doc  s not required.		Deed tains all of the required information re	ferenced above, the filing of this form
	_		est to property is being conveyed.  Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purchas	se of the property, both real and pers	sonal, being conveyed by the instrument
	roperty is not being sold, the true values is may be evidenced by an appraisal of		onal, being conveyed by the instrument the assessor's current market value.
he property as deten	d and the value must be determined, mined by the local official charged wit be penalized pursuant to <u>Code of Alak</u>	h the responsibility of valuing propert	alue, excluding current use valuation, of by for property tax purposes will be used
attest, to the best of hat any false statements.	my knowledge and belief that the info ents claimed on this form may result in	rmation contained in this document is not the imposition of the penalty indicates.	s true and accurate. I further understand ted in <u>Code of Alabama 1975</u> § 40-22-1
Date		Eddleman Residential, i Print <u>by: Douglas D. Eddlem</u>	LLC an, President and CEO
Unattested	(verified by)	Sign (Grantor/Grantee/C	wner/Agent) circle one

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