

20220203000049680 1/5 \$40 00 Shelby Cnty Judge of Probate, AL 02/03/2022 11 35 07 AM FILED/CERT

This instrument was prepared by Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, AL 35223 Send Tax Notice to Dezmon Rashun Stovall 2196 Springfield Drive Chelsea, AL 35043

STATE OF ALABAMA )
COUNTY OF SHELBY

Shelby County, AL 02/03/2022 State of Alabama Deed Tax \$6 00

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Twenty One Thousand Five Hundred Five and NO/100 Dollars (\$321,505 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 Dezmon Rashun Stovall (hereinafter referred to as GRANTEE) his heirs and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit

Lot 7-85, according to the Survey of Chelsea Park, 7th Sector, Sixth Addition, Grayson Place Neighborhood, as recorded in Map Book 53, Page 53, 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 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 20151230000442850, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration")

All 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, 2022 and all subsequent years thereafter
- (2) Building and setback lines as shown on recorded map in Map Book 53, Page 53, in the Probate Office of Shelby County, Alabama
- (3) Public utility easements as shown by recorded plat
- (4) Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 7th Sector, as recorded in 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
- (5) Declaration of Easement and Master Protective Covenants as Instrument in20041014000566950, Instrument 20060720000351160 and Instrument 20060605000263850, Partial Assignment of Developers Rights as recorded in Instrument 20160830000314840, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 14th Sector as recorded in Instrument 20170728000271000, Partial Assignment of Developers Rights as recorded in Instrument 20180122000020660, Partial Assignment of Developers Rights as recorded in Instrument 20190617000212470, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 15th Sector as recorded in Instrument 20190617000212480, Partial Assignment of Developers Rights as recorded in Instrument 2020020400046110, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 16th Sector as recorded in Instrument 20200205000049510 in the Probate Office of Shelby County, Alabama
- (6) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in InstrumentNo 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 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) Certificate of Incorporation of The Chelsea Park Cooperative District recorded in Instrument 20050714000353260, in the Probate Office of Shelby County, Alabama
- (9) Articles of Incorporation of Chelsea Park Residential Association, Inc. recorded in Instrument 200413/8336, in the Probate Office of Jefferson 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) Grant of Land easement with Restrictive Covenants to Alabama Power Company on Chelsea Park Sector 7, 5th Addition as recorded in Instrument 20191004000366790, in the Probate Office of Shelby County, Alabama
- (13) Restrictions, Conditions, Limitations, Reservation, Easements, Release of Damages, and Mineral and mining rights and rights incident thereto, as recorded in Instrument 20210201000051430, 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

20220203000049680 2/5 \$40 00 Shelby Cnty Judge of Probate, AL 02/03/2022 11 35 07 AM FILED/CERT IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 31st day of January, 2022

**GRANTOR** 

EDDLEMAN RESIDENTIAL, LLC an Alabama limited liability company

Douglas D Eddleman Its President and CEO

Dezmon Rashun Stovall Lot 7-85 Chelsea Park 7th Sector, Sixth Addition

## 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 31st day of January, 2022

NOTARY PUBLIC

My Commission Expires 06/02/2023

20220203000049680 375 \$40 00

June 2 2023

20220203000049680 3/5 \$40 00 Shelby Cnty Judge of Probate, AL 02/03/2022 11 35 07 AM FILED/CERT The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions

Dezmon Rashun Stovall

## STATE OF ALABAMA) COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Dezmon Rashun Stovall**, 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, he, executed the same voluntarily on the day the same bears date

Given under my hand and official seal this 31st day of January, 2022

NOTARY PUBLIC

My Commission Expires 06-02-2023

: My Comm Expires:

June 2, 2023

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## Real Estate Sales Validation Form

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

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Grantor's Name	Eddleman Residential, LLC	Grantee's Name	Dezmon Rashun Stovali
Mailing Address	2700 Hwy 280, Ste 425	Madus Address	2196 Springfield Drive
Mailing Address	Bırmıngham, AL 35223	Mailing Address	Chelsea, AL 35043
	2196 Springfield Drive		
Property Address	Chelsea, AL 35043	Date of Sale	<u>January 31, 2022</u>
		Total Purchase Price	\$ \$24.505.00
			<u>φ 321,303 00</u>
		or Actual Value	· · · · · · · · · · · · · · · · · · ·
			<b>\$</b>
7		Or Accessor's Market Value	· •
		ASSESSUI S Maiket value	<u>\$</u>
_	r actual value claimed on this form can lation of documentary evidence is not i	•	entary evidence
☐ Bill of Sale ☐ Sales Contract		Appraisal	
		Other	
☑ Closing Statement		∐ Deed	
f the conveyance doos s not required	ument presented for recordation conta	ains all of the required information r	eferenced above, the filing of this form
Grantor's name and nailing address	mailing address - provide the name	Instructions of the person or persons conveyi	ng interest to property and their current
Grantee's name and r	nailing address - provide the name of	the person or persons to whom inte	erest to property is being conveyed
Property address - the property was conveye		eing conveyed, if available Date of	Sale - the date on which interest to the
otal purchase price offered for record	the total amount paid for the purchas	se of the property, both real and per	rsonal, being conveyed by the instrument
	roperty is not being sold, the true values may be evidenced by an appraisal c		rsonal, being conveyed by the instrument or the assessor's current market value
he property as deterr	•	n the responsibility of valuing prope	value, excluding current use valuation, of rty for property tax purposes will be used
•	· ·		ıs true and accurate I further understand ated ın Code of Alabama 1975 § 40-22-1
		Eddleman Residential	
)ate	· · · · · · · · · · · · · · · · · · ·	Print by Douglas D Eddler	nam? President and CEO
			The Million
Unattested	(verified by)	Sign(Grantor/Grantee/	Owner/Agent) circle one
		20220203000049680 5/5 \$40 0	)Ø
		Shelby Cnty Judge of Probat 02/03/2022 11 35 07 AM FILE	

Form RT-1