

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

Send Tax Notice to:
Martin Nicole Smith and
Zachary Michael Smith
1210 Chelsea Park Trail
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)



20230627000190260 1/5 \$146.00
Shelby Cnty Judge of Probate, AL
06/27/2023 08:32:30 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Five Hundred Fifty Nine Thousand Nine Hundred and NO/100 Dollars (\$559,900.00)** 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 **Martin Nicole Smith and Zachary Michael Smith** (hereinafter referred to as "Grantee", whether one or more), 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 808, according to the Plat of Chelsea Park, Eighth Sector, Phase Two, as recorded in Map Book 50, Page 75, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, filed for record in Instrument 20041014000566950 and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 8th Sector, as recorded in Instrument 20151230000442860 in the Probate Office of Shelby County, Alabama. (which, together with all amendments thereto, are hereinafter collectively referred to as the Declaration).

\$447,900.00 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, 2023 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restrictions of record or as shown on recorded map.
- (3) Articles of Incorporation of The Chelsea Park Improvement District Three, recorded in Instrument No. 20041223000699640.
- (4) Easements, covenants, conditions, restrictions and reservations and agreements between Chelsea Park Investments, Ltd., Chelsea Park, Inc., and Chelsea Park Properties, Ltd., as recorded in Instrument No. 20040816000457750 in said Probate Office.
- (5) Notice of Final Assessment of Real Property due and payable to Chelsea Park Improvement District Three, as recorded in Instrument No. 20050209000065540. 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.

Shelby County, AL 06/27/2023
State of Alabama
Deed Tax: \$112.00



20230627000190260 2/5 \$146.00
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06/27/2023 08:32:30 AM FILED/CERT

- (6) Any and all continuing liens encumbering the subject property which may be created by potential future amounts owed to The Chelsea Park Cooperative District.
- (7) 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, along with Articles of Incorporation of Chelsea Park Residential Association, Inc., as recorded in Instrument No. 200413 at page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park Eighth Sector, as recorded in Instrument No. 20151230000442860 and all covenants, conditions, restrictions and liens for assessments contained therein, all being recorded in the Probate Office of Shelby County, Alabama.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No, 20050714000353260.
- (9) Transmission line permit to Alabama Power Company as recorded in Deed Volume 112, Page 111, in the Probate Office of Shelby County, Alabama.
- (10) Memorandum of Sewer Service Agreements regarding Chelsea Park with Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750, in said Probate Office.
- (11) Easement granted to Alabama Power Company, recorded in Instrument No. 20071029000498200, in the Probate Office of Shelby County, Alabama.
- (12) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company, as recorded in Instrument No. 20151105000384560, in the Probate Office of Shelby County, Alabama.
- (13) Restrictions, Covenants, Conditions, Reservations, Easements, Release of Damages, and Mineral and Mining Rights and Rights incident thereto recorded in Instrument 20210518000245790, in the Probate Office of Shelby County, Alabama.

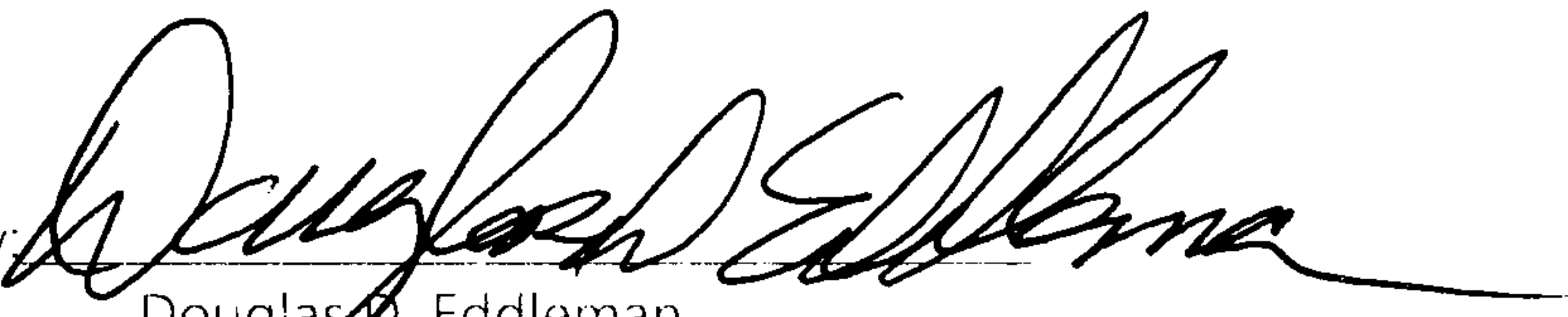
Grantee agrees to observe and perform all obligations imposed upon said Grantee pursuant to the Declarations, including but not limited to the obligation to pay assessments levied on the property herein conveyed in accordance with the Declarations.

This conveyance is made with the express reservation and condition that by acceptance of this deed, the Grantee, for themselves and on behalf of his heirs, administrators, executors, successors, assigns, contractors, permittees, 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 non-contiguous. 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 Grantee.

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, the said Grantor has hereunto set its hand by its duly authorized officer this 8th day of June, 2023.

GRANTOR:
EDDLEMAN RESIDENTIAL, LLC
an Alabama limited liability company

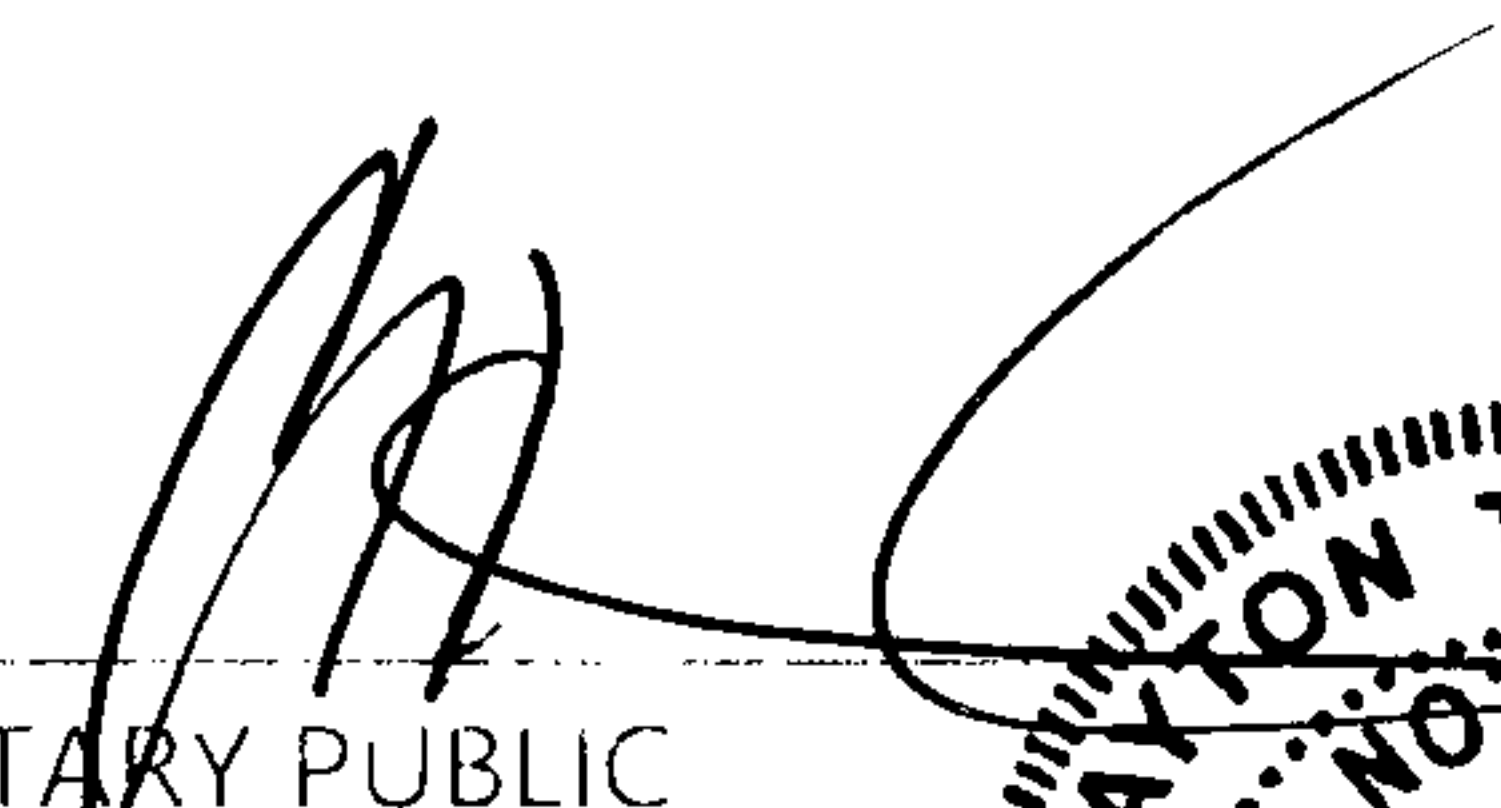
By: 
Douglas D. Eddleman,
Its President and CEO

Martin Nicole Smith and Zachary Michael Smith
Lot 808 Chelsea Park 8th Sector

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.

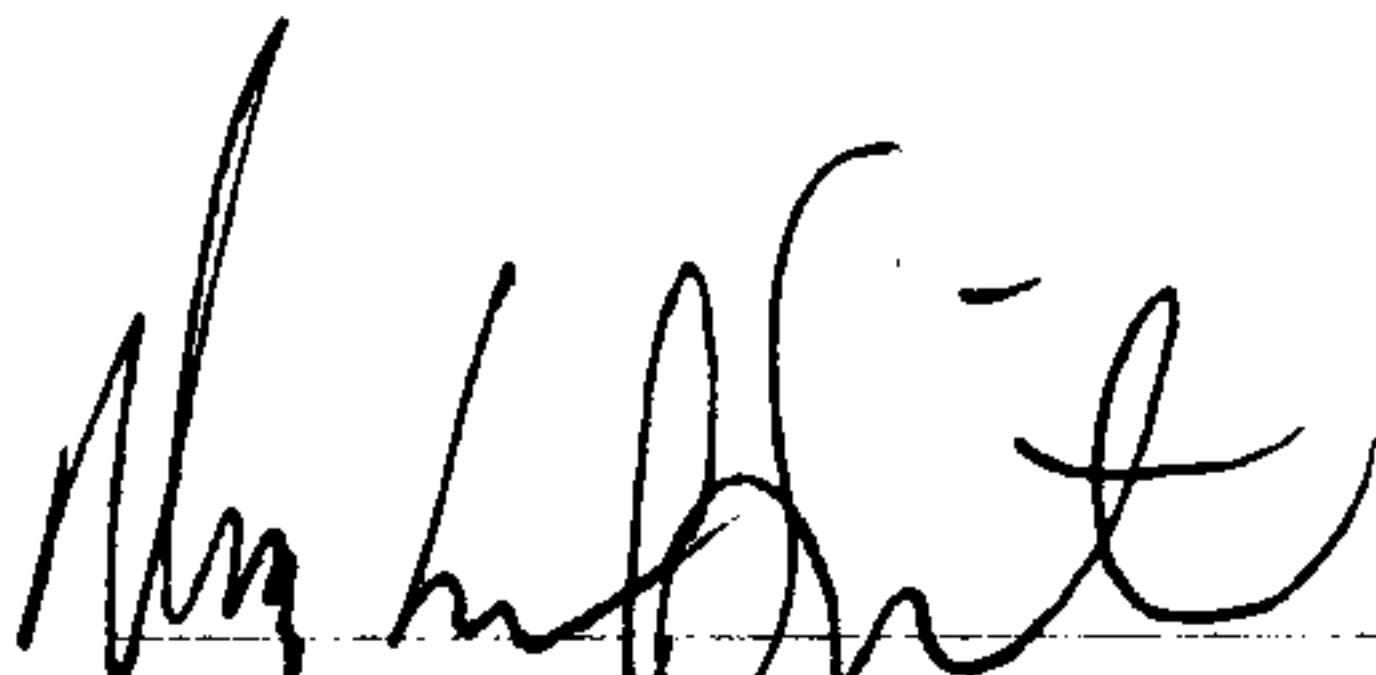
Given under my hand and official seal of office this the 8th day of June, 2023.

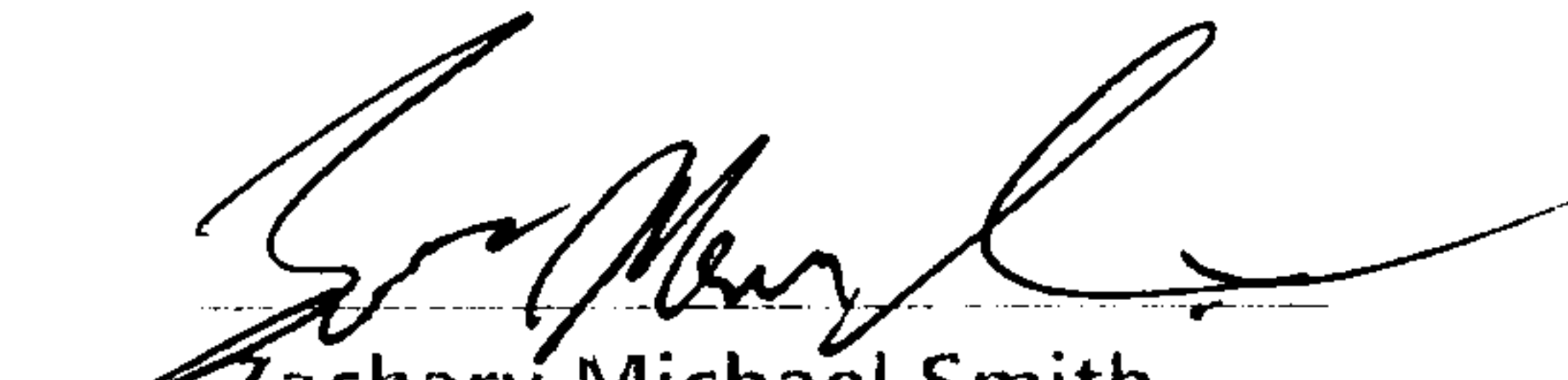

NOTARY PUBLIC
My Commission Expires 06/02/2027




20230627000190260 4/5 \$146.00
Shelby Cnty Judge of Probate, AL
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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.

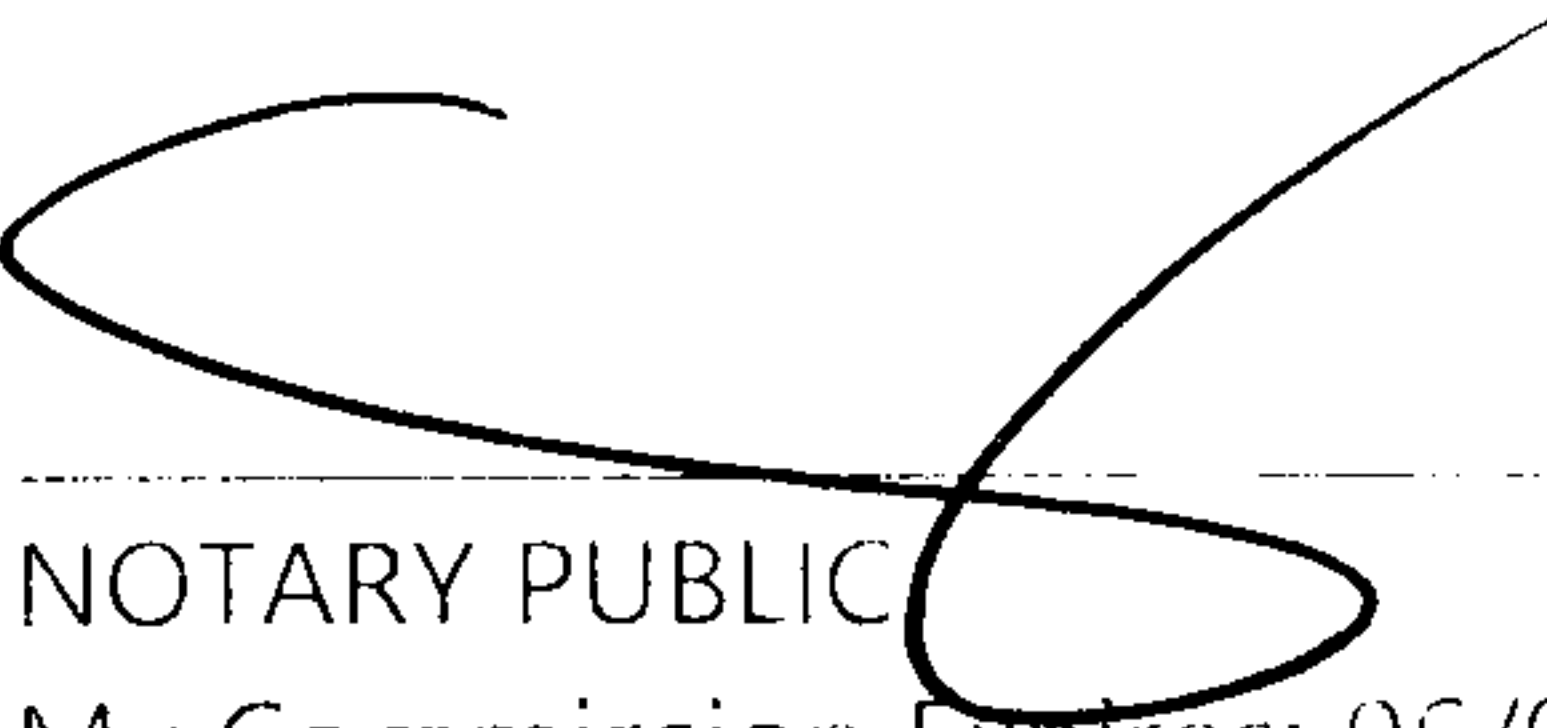

Martin Nicole Smith


Zachary Michael Smith

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Martin Nicole Smith and Zachary Michael Smith**, 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 8th day of June, 2023.


NOTARY PUBLIC
My Commission Expires: 06/02/2027



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	Martin Nicole Smith and Zachary Michael Smith
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	1210 Chelsea Park Trail Chelsea, AL 35043
Property Address	1210 Chelsea Park Trail Chelsea, AL 35043	Date of Sale	June 15, 2023
		Total Purchase Price	\$ 559,900.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$



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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)

- | | |
|---|------------------------------------|
| ☐ Bill of Sale | ☐ Appraisal |
| ☐ Sales Contract | ☐ Other |
| ☒ Closing Statement | 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).

Eddleman Residential, LLC

Date _____

Print By: Douglas D. Eddleman, President and CEO

Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one