



20230816000247210 1/4 \$95.50  
Shelby Cnty Judge of Probate, AL  
08/16/2023 11:30:19 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:

Marchila Hamilton

Bruce Owens Hamilton

1141 Dunsmore Dr

Chelsea, AL 35043

STATE OF ALABAMA )

COUNTY OF SHELBY )

### STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Six Hundred Forty Five Thousand and No/100 Dollars (\$645,000.00) to the undersigned grantor, Embassy Homes, 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 Embassy Homes, LLC, an Alabama limited liability company, does by these presents, grant, bargain, sell and convey unto Marchila Hamilton and Bruce Owens Hamilton (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 1-506, according to the Survey of Chelsea Park, 1st Sector, Phase V, as recorded in Map Book 55, Page 99, 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 file 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 1st Sector, executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041026000590790, (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.

\$580,500.00 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, 2023 and all subsequent years thereafter.
- (2) Easement(s), building line(s) and restrictions of record or as shown on recorded map.

Shelby County, AL 08/16/2023  
State of Alabama  
Deed Tax: \$64.50



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- (3) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
- (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.
- (6) Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvement District Three Articles of Incorporation as recorded in Instrument No. 20041223000699640, in said Probate Office.
- (7) Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in Instrument recorded in Instrument No. 20041014000566950 and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park Eighth Sector recorded in Instrument No. 20151230000442860 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 Book 112, Page 111; Deed Book 107 Page 565; Deed Book 131 Page 491 and Deed Book 194, Page 49 in said Probate Office.
- (10) Memorandum of Sewer Service Agreements regarding Chelsea Park with Double Oak Reclamation, LLC as recorded in Instrument 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) Articles of Incorporation of Chelsea Park Residential Association, Inc., recorded in Inst. No. 200413/8336, in the Probate Office of Jefferson County, Alabama.
- (14) Articles of Incorporation of the Chelsea Park Improvement District Three, recorded in Instr. No. 20041223000699640, in the Probate Office of Shelby County, Alabama.

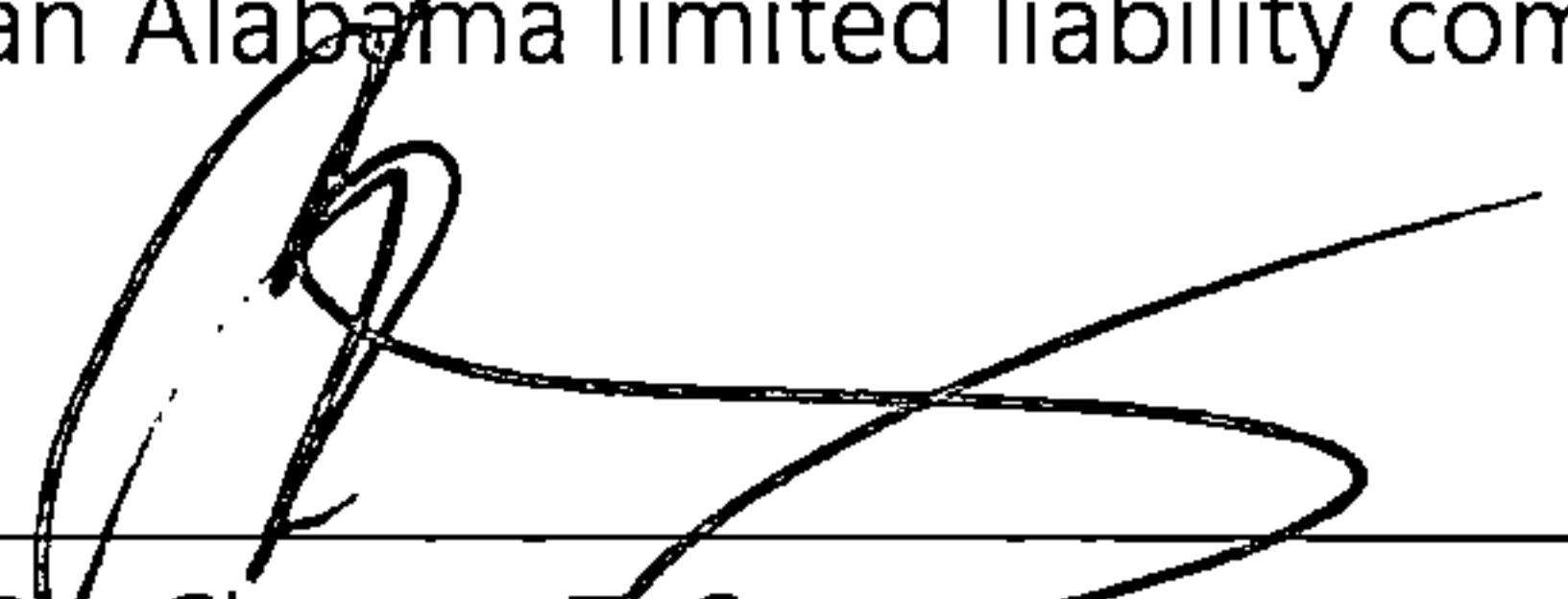


(15) Restrictions, Covenants, Conditions, Reservations, Easements, Release of Damages and Mineral and mining rights and rights incident thereto recorded in Instrument 20210518000245010, in the Probate Office of Shelby County, Alabama.

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 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**, the said Grantor has hereunto set its hand by its duly authorized Closing Manager this 15th day of August, 2023.

GRANTOR:  
EMBASSY HOMES, LLC  
an Alabama limited liability company

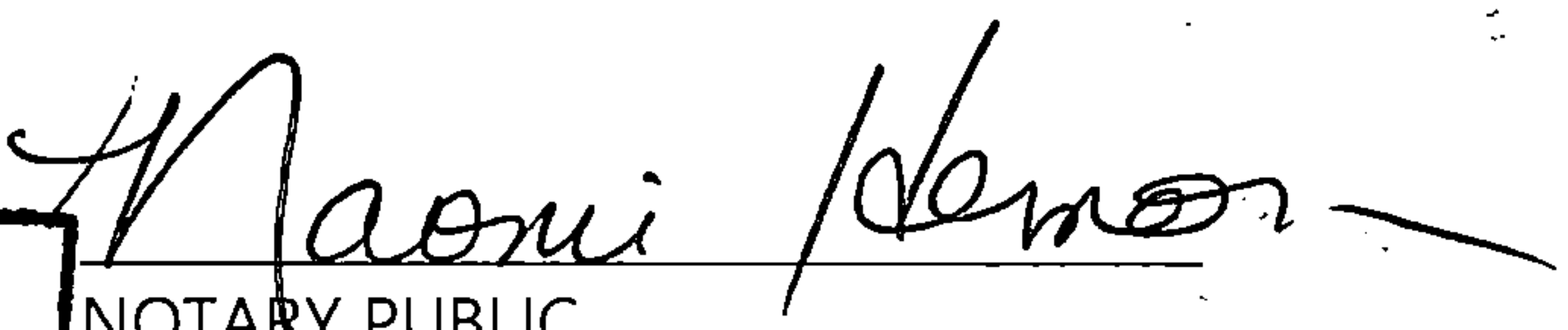
  
By: Clayton T. Sweeney  
Its: Closing Manager

Marchila Hamilton and Bruce Owens Hamilton  
Lot 1-506 Chelsea Park 1st Sector PH V

**STATE OF ALABAMA)**  
**JEFFERSON COUNTY)**

I, the undersigned, a Notary Public in and for said County in said 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 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 Closing Manager, 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 15th day of August, 2023.

  
NOTARY PUBLIC  
My Commission Expires: 10/30/2024

**NAOMI HERRON**  
**NOTARY PUBLIC, ALABAMA STATE AT LARGE**  
**MY COMMISSION EXPIRES OCT. 30, 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	Marchila Hamilton and Bruce Owens Hamilton
Mailing Address	5406 Hwy. 280, Ste. C101 Birmingham, AL 35242	Mailing Address	1141 Dunsmore Dr Chelsea, AL 35043
Property Address	1141 Dunsmore Dr Chelsea, AL 35043	Date of Sale	August 15, 2023
		Total Purchase Price	\$ 645,000.00
		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)

- |   |                                    |
|---|------------------------------------|
| <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