

**SEND TAX NOTICE TO:**  
**Timothy Brian Sparks and Laura Denise Sparks**  
1017 Ashworth Drive  
Chelsea, Alabama 35043

This instrument was prepared by:  
Edward Reisinger  
Kudulis, Reisinger & Price, LLC  
P. O. Box 653  
Birmingham, AL 35201

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA**

**KNOW ALL MEN BY THESE PRESENTS:**

**SHELBY COUNTY**

That in consideration of **Five Hundred Sixty Nine Thousand dollars & no cents (\$569,000.00)**

To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,

**Donna M Johnson, an unmarried woman**

(herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto

**Timothy Brian Sparks and Laura Denise Sparks**

(herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

**LOT I -93A, ACCORDING TO THE RESURVEY OF LOTS I-91 THROUGH I-93, CHELSEA PARK, 1ST SECTOR, PHASE I & II, AS RECORDED IN MAP BOOK 36, PAGE 87, IN THE OFFICE OF THE JUDGE OF PROBATE 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, EXECUTED BY THE GRANTOR AND FILE FOR RECORD AS INSTRUMENT NO. 20041014000566950 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND 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").**

\$419,000.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

Subject to:

Taxes for the year 2023 and subsequent years

Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any

Mineral and mining rights, if any.

Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Plat/Map Book 36, Page 87.

10 foot easement along rear lot line as per plat.

Declaration of Protective Covenants for the "Watershed Property", which provides, among other things, for an Association to be formed to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194, Page 54, in said Probate Office.

Declaration of Easements and Master Protective Covenants, Agreements, Easements, Charges and Liens for Chelsea Park, as set out in instrument recorded in Real 194, Page 254 in Probate Office, along with Articles of Incorporation of Chelsea Park Homeowner's Association, Inc. as recorded in Real 194, Page 281 and By-Laws of Association, Inc. as recorded in Real 194, Page 287 in said Probate Office along with Supplemental Protective Covenants being amended in Real 263, Page 604, in said Probate Office, Supplemental Protective Covenants of Chelsea Park, as set out in Instrument #2000-00933 and in Map Book 28, Page 16, in said Probate Office.

Deed and Bill of Sale to The Water Works Board of the City of Birmingham, recorded in Book 194, Page 40, and by instrument to be recorded, along with an easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 page 1 and 20 in said Probate Office.

Drainage Agreement between AmSouth Bank, N.A., as Ancillary trustee for NNCB National Bank of North Carolina, as Trustee of the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987 and recorded in Real 125, Page 238 in said Probate Office.

Reciprocal Easement Agreement between AmSouth Bank, N.A., as Ancillary Trustee for NNCB National Bank of North Carolina as Trustee for the Public Employees Retirement System of Ohio and Eddleman and Associates, as set out in instrument dated April 14, 1987, and recorded in Real 125, Page 249 and Real 199, Page 18 in said Probate Office.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 32, Page 48, Deed Book 111, Page 625, Deed Book 121, Page 294, and Deed Book 178, Page 529 in said Probate Office.

Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181, Page 995, in said Probate Office.

Covenants releasing predecessors in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by survey of subdivision, recorded in Map Book 28, Page 17, in said Probate Office.

Easement to Alabama Power Company as shown by instrument recorded in Real 207 Page 380 and Real 220 Pages 521 and 532, in said Probate Office.

Subdivision restrictions shown on recorded plat in Map Book 28 page 136 to provide for construction of single family residences only.

Agreement concerning Electric Service to NNCB/Chelsea Park and Alabama Power Company recorded in Real 306 Page 119 in said Probate Office.

Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308, Page 1, Real 220, Page 339, and as Inst. #1992/14567, in said Probate Office.

Restrictive Covenant & Agreement as set out in the Deed from NNCB National Bank of North Carolina to Chelsea Park Limited Partnership dated 10/12/93 and recorded as Inst. #1993/32511, in said Probate Office.

Easement for sanitary sewer line and water lines as shown by instrument to be recorded, along with a deed and bill of sale by instrument to be recorded in said Probate Office.

Chelsea Park Common Property Declaration of Covenants, Conditions and Restrictions set out in Real 307 page 950 and Supplement in Inst. #1998-40199 in said Probate Office.

Memorandum of Sewer Services Agreements regarding Chelsea Park filed 11/7/2012 in Instrument #20121107000427750.

**TO HAVE AND TO HOLD** Unto the said **GRANTEES** as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

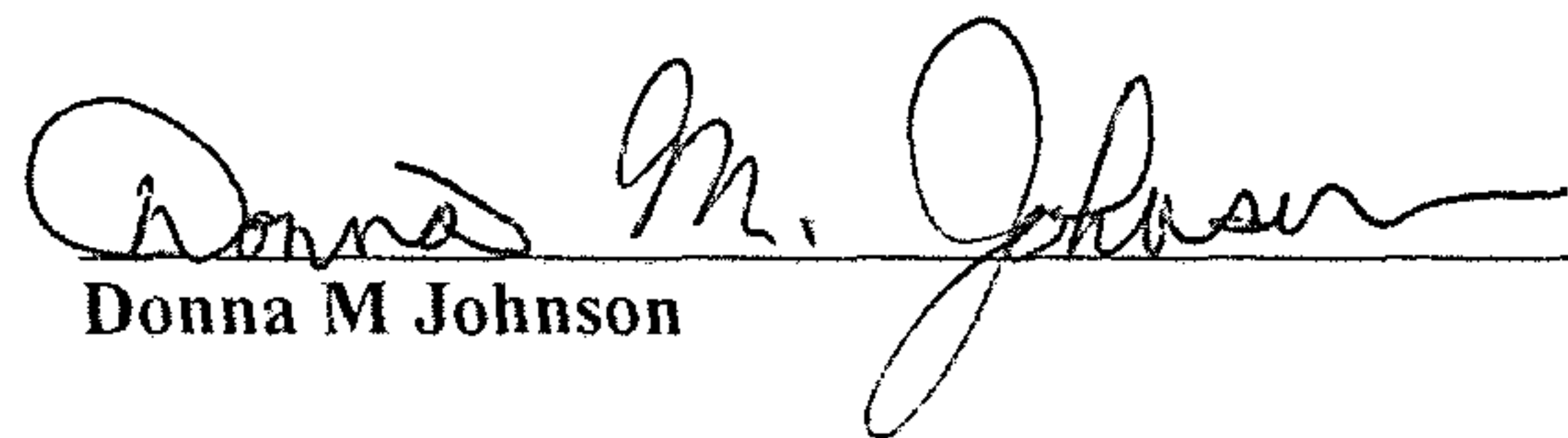
And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said **GRANTEES**, their heirs and assigns forever, against the lawful claims of all persons.

WARRANTY DEED, JOINT TENANTS

WITH RIGHT OF SURVIVORSHIP

CBT File #2307129

IN WITNESS WHEREOF, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), August 24, 2023.

 (Seal)  
Donna M Johnson

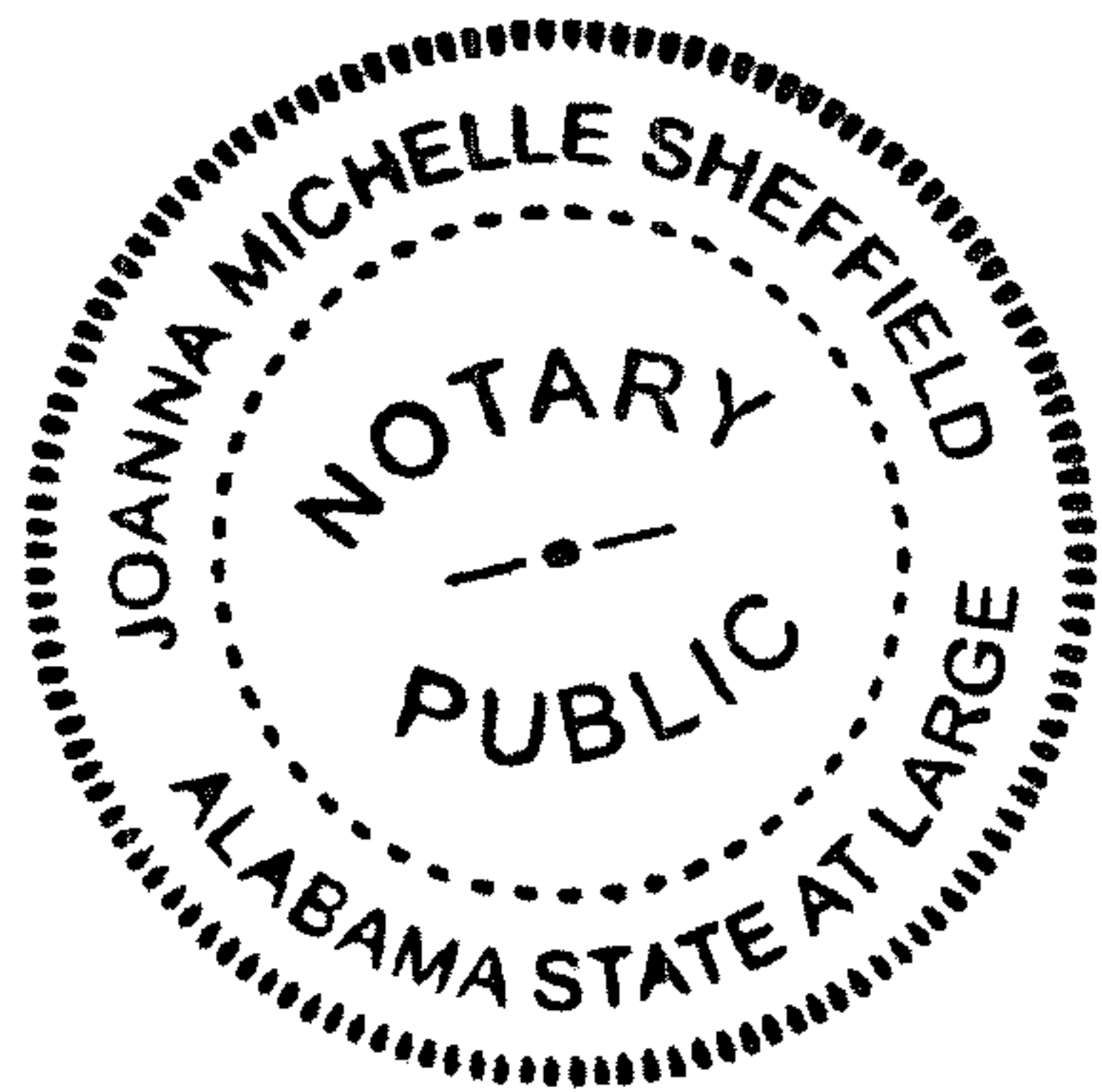
STATE OF ALABAMA

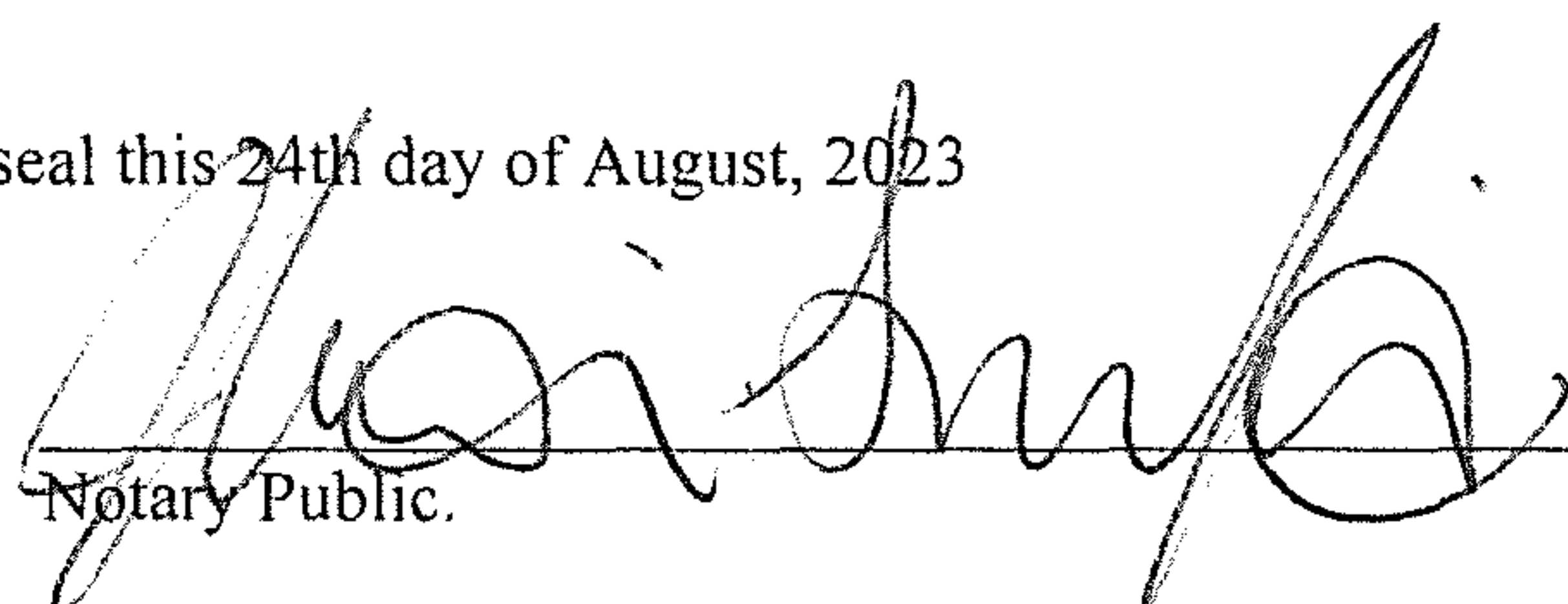
General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Donna M Johnson, an unmarried woman**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of August, 2023



  
Notary Public.  
(Seal)  
My Commission Expires: 6/17/2024

### Real Estate Sales Validation Form

*This Document must be filled in accordance with Code of Alabama 1975, Section 40- 22-1 (h)*

Grantor's Name Donna M Johnson

Grantee's Name Timothy Brian Sparks and Laura Denise Sparks

Mailing Address 2081 Chelsea Park Bend  
Chelsea, Alabama 35043

Mailing Address 1017 Ashworth Drive  
Chelsea, Alabama 35043

Property Address 1017 Ashworth Drive,  
Chelsea, Alabama 35043

Date of Sale 08/24/2023

Total Purchase Price \$569,000.00

or  
Actual Value \_\_\_\_\_

or  
Assessor's Market Value \_\_\_\_\_

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  
 Sales Contract  
 Closing Statement

Appraisal  
 Other \_\_\_\_\_

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 proeprty, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraisaer of the assessor's curreny 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 responsibiliy of valuing proeprty 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).

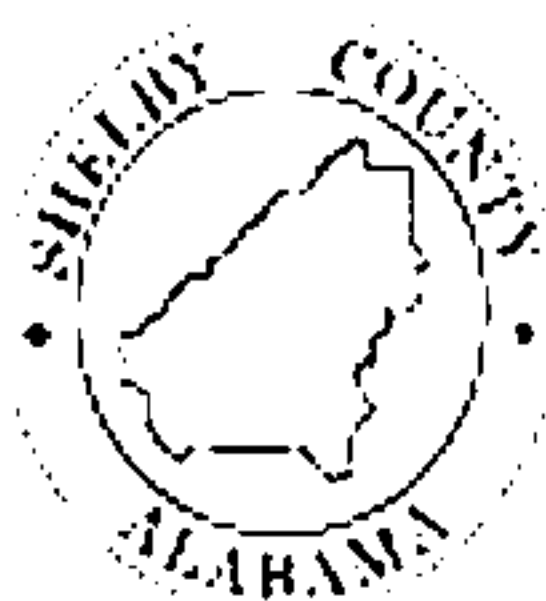
Date 8/24/23

Print Timothy Brian Sparks

Unattested

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

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



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/25/2023 03:13:31 PM  
\$32.00 BRITTANI  
20230825000256810

*Alvin S. Boyd*