

THIS INSTRUMENT PREPARED BY:  
Jeffery S. DeArman, Esq.  
Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road, NE  
Atlanta, GA 30326

SEND TAX NOTICE TO:  
YP Chelsea LLC  
300 Concourse Blvd, Ste 101  
Ridgeland, MS 39157  
Attn: Tammy Dyess

STATE OF ALABAMA            )

SHELBY COUNTY                )

**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to the undersigned **CHELSEA LD, LLC**, an Alabama limited liability company (the "Grantor"), by **YP CHELSEA LLC**, an Alabama limited liability company (the "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

SEE EXHIBIT A, attached and incorporated herein by reference

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Property belonging or in anyway incident or appertaining.

This conveyance is subject to all covenants, restrictions and other matters that appear of record, as well as taxes and assessments for the current year and all subsequent years, which are not yet due and payable.

**GRANTEE ACKNOWLEDGES THAT EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS INSTRUMENT, IF ANY, GRANTEE IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT OF GRANTOR OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED HEREIN.**

**OTHER THAN AS SPECIFICALLY DISCLOSED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY,**

**QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.**

**BY EXECUTION OF THIS INSTRUMENT, GRANTEE AFFIRMS THAT IT (i) HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY AND (ii) HAS MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL AND POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, (ii) THAT THE PURCHASE PRICE REFLECTS THE EXISTING CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF ENVIRONMENTAL CONTAMINATION, IF ANY, THEREON, AND (iii) GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY.**

**EXCEPT AS OTHERWISE AGREED TO HEREIN, GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY.**

**GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS SET FORTH IN THIS INSTRUMENT HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.**

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE SHALL RELEASE GRANTOR FROM ALL RISKS AND LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING, OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. THE FOREGOING INCLUDES A RELEASE OF GRANTOR FROM CLAIMS BASED ON GRANTOR'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO PRESENCE OR REMEDIATION OF ALL THE KNOWN AND UNKNOWN TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING BOTH KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR**

**LATENT, AND WHETHER EXISTING PRIOR TO, AT, OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY.**

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the Property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the Property described herein since the date on which Grantor obtained title to the Property.

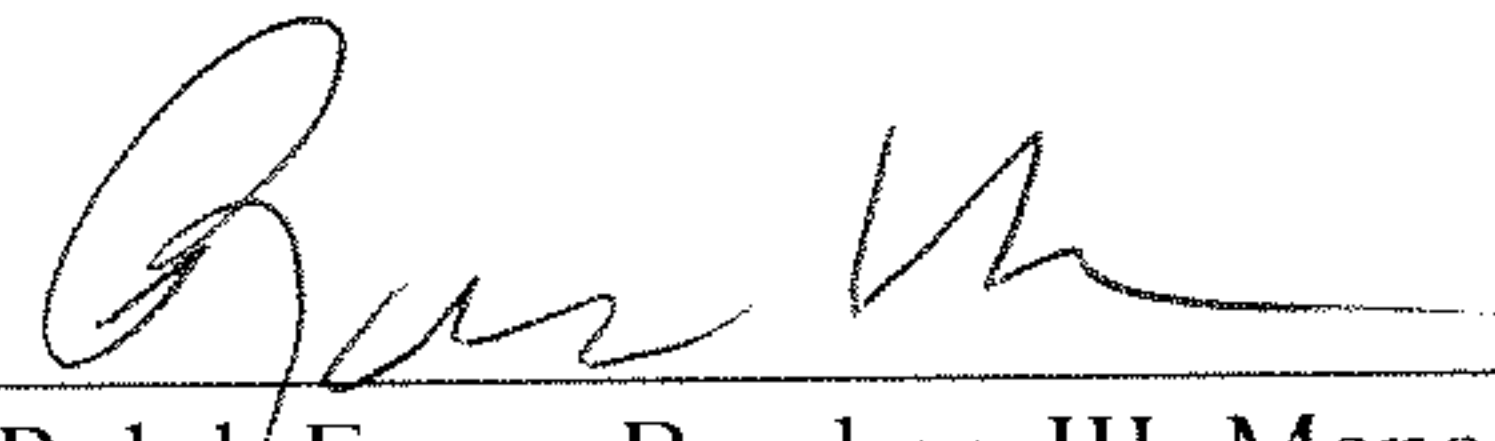
*[This Property is not the homestead of the Grantor]*



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the 30<sup>th</sup> day of August, 2023.

**GRANTOR:**

**CHELSEA LD, LLC**, an Alabama limited liability company

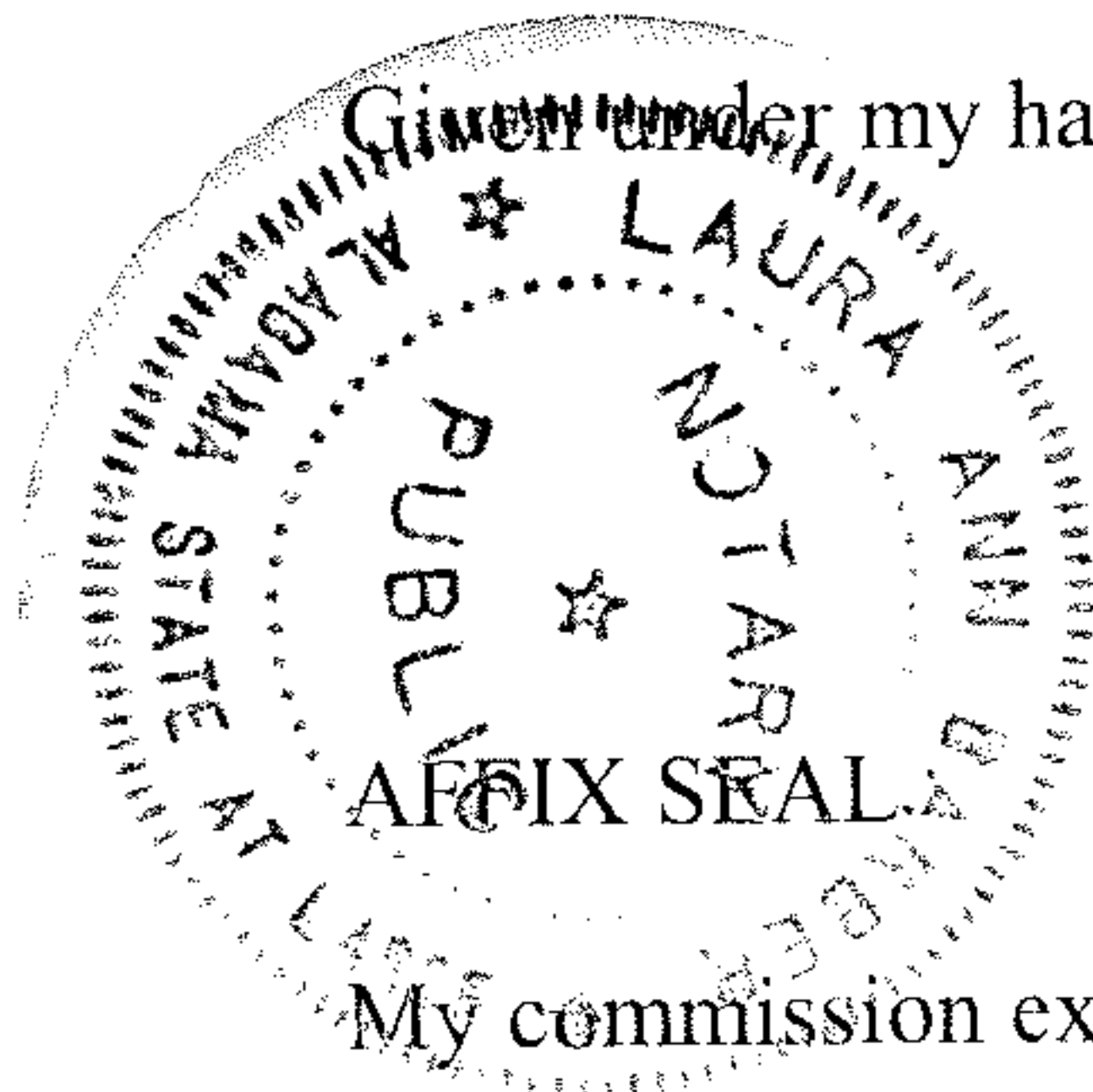
By:   
Ralph Evans Brasher, III, Managing Member

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ralph Evans Brasher, as Managing Member of CHELSEA LD, LLC, an Alabama limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, executed the same voluntarily on behalf of said limited liability company, on the day the same bears date.

Given under my hand and official seal this 29 day of August, 2023.



  
Notary Public

My commission expires: \_\_\_\_\_ **MY COMMISSION EXPIRES: 10/27/2023**

Exhibit A

## Legal Description

All of that part of the SW 14 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 29, Township 19 South, Range 1 West, which lies South and Southeast of Shelby County Highway No. 11, situated in Shelby County, Alabama, and being more particularly described as follows: From a 1/2-inch crimped pipe at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 29, Township 19 South, Range 1 West, being the point of beginning of the herein described parcel of land; run thence East along the South boundary of said Southwest Quarter of the Southeast Quarter for a distance of 1,331.15 feet to a 1-inch pipe at the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence turn 88 degrees 29 minutes 16 seconds left for a distance of 1,328.13 feet to a 1/2-inch crimped pipe at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence continue along said course for a distance of 155.71 feet to a 1/2-inch rebar on the Southerly boundary of Shelby County Highway #11 (80-foot right of way); thence turn 121 degrees 17 minutes 24 seconds left and run along said highway boundary for a distance of 312.13 feet to a 1/2-inch rebar on the North boundary of the aforementioned Southwest Quarter of the Southeast Quarter; thence continue along said course for a distance of 632.10 feet to a 1/2-inch rebar at the P.C. of a curve concave left, having a delta angle of 02 degrees 57 minutes 46 seconds and a radius of 13,193.12 feet; thence turn 00 degrees 58 minutes 56 seconds left and run a chord distance of 450.56 feet to a 1/2-inch rebar at the P.T.; thence turn 00 degrees 58 minutes 55 seconds left and run a distance of 170.27 feet to a 1-inch crimped pipe on the West boundary of the aforementioned Southwest Quarter of the Southeast Quarter; thence turn 56 degrees 42 minutes 30 seconds left and run a distance of 694.09 feet to the point of beginning of the herein described parcel of land; situated in the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama.

**Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Chelsea LD, LLC  
 Mailing Address 31 Dogwood Drive  
Chelsea, Alabama 35043

Grantee's Name YP Chelsea LLC  
 Mailing Address 300 Concourse Blvd, Ste 101  
Ridgeland, MS 39157

Property Address 0 Highway 11  
Chelsea, Alabama 35043

Date of Sale August 30, 2023  
 Total Purchase Price \$ 1,947,000.00

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 ☐ Appraisal  
☐ Sales Contract ☐ Other  
☒ Closing Statement

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 8-31-23

Print D. SPENCER HUEY

☒ Unattested

Sign [Signature]

(verified by)

Filed and Recorded (Grantor/Grantee/Owner/Agent) circle one

Official Public Records  
 Judge of Probate, Shelby County Alabama, County

Clerk

Shelby County, AL

08/31/2023 02:34:14 PM

\$1984.00 PAYGE

20230831000264450

**Form RT-1**

eForms



*Allen S. Boyd*