This instrument was prepared by: Clayton T. Sweeney, Esquire 2700 Highway 280 East, Suite 160 Birmingham, Alabama 35223 Send Tax Notice to: Raymond Dae Woong Kim 453 Hamilton Place Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)



20231106000325200 1/5 \$40.50 Shelby Cnty Judge of Probate, AL 11/06/2023 10:33:16 AM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Three Hundred Forty Nine Thousand Nine Hundred Dollars and NO/100 (\$349,900.00) 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 Raymond Dae Woong Kim (hereinafter referred to as GRANTEE) his heirs and assigns, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 12-11, according to the Survey of Chelsea Park 12th Sector, Phase Two, as recorded in Map Book 53, Page 52, 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 in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 12th Sector, as recorded in Instrument 20200324000116900 (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.

\$343,561.00 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, 2024 and all subsequent years thereafter.
- (2) Building lines as shown by recorded plat in Map Book 53, Page 52.
- (3) Restrictions as shown by recorded map.
- (4) Public utility easements as shown by recorded plat.
- (5) 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.
- (6) Declaration of Covenants, Conditions and Restrictions for Chelsea Park 12th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20200324000116900.
- (7) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in Instrument No. 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065540 in the Probate Office of Shelby County, Alabama.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District Three, 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.

Shelby County, AL 11/06/2023 State of Alabama Deed Tax: \$6.50



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- (10) Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 12th Sector as recorded in Instrument 20200324000116900, in the Probate Office of Shelby County, Alabama.
- (11) Transmission line permit to Alabama Power Company, recorded in Deed Book 112, Page 111, in the Probate Office of Shelby County, Alabama.
- (12) Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company on Chelsea Park 12, Phase 1, as recorded in Instrument 20160926000350880 and Instrument 20180222000057230 in Probate Office of Shelby County, Alabama.
- (13) Memorandum of Sewer Service Agreement regarding Chelsea Park in favor of Double Oak Water Reclamation LLC, as recorded in Instrument 20121107000427750, Third Amendment to Chelsea Park Sewer System Service Agreement as recorded in 20220909000351580 in the Probate Office of Shelby County Alabama.
- (14) Sanitary Sewer Easement granted on Chelsea Park Sector 12, as recorded in Instrument 20170307000078780; Instrument 20170307000078790, in the Probate Office of Shelby County, Alabama.
- (15) Restrictions, Covenants, Conditions, Limitations, reservations, Release of Damages and Mineral and Mining Rights appearing of recorded in Instrument 20210426000206540, in the Probate Office 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 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 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 Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.



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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, his heirs and assigns, in fee simple, forever.

IN WITNESS WHEREOF, the said Grantor has through its duly authorized representative hereunto set its hand and seal this the 30th day of October, 2023.

GRANTOR:

EDDLEMAN RESIDENTIAL, LLC

an Alabama limited liability company

Douglas D. Eddleman, Its: President and CEO

Raymond Dae Woong Kim Lot 12-11 Twelfth 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 30th day of October, 2023.

NOTARY PUBLIC

My Commission Expires: 06/02/2027



My Comm. Expires June 2, 2027

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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.

Raymond Dae Woong Kim

STATE OF ALABAMA) COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Raymond Dae Woong Kim**, 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 30th day of October, 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

Grantee's Name

Raymond Dae Woong Kim

Grantor's Name	Eddleman Residential, LLC 2700 Hwy. 280, Ste. 425		Grantee's Name		Raymond Dae Woong Kim	
				453 Hamilton Place		
Mailing Address	Birmingham, AL 35223		Mailing Address	Chels	ea, AL 35043	
Property Address	453 Hamilton Place Chelsea, AL 35043		Date of Sale	October 30, 2023		
			Total Purchase Price \$ 349,900.00		19,900.00	
			or			
			Actual Value	\$		
			or	<u>-1</u> -		
			Assessor's Market Value	\$	20231106000325200 5/5 \$40.50 Shelby Cnty Judge of Probate, AL 11/06/2023 10:33:16 AM FILED/CER	
Check one) (Record☐ Bill of Sale☐ Sales Contract☑ Closing Statement	r actual value claimed on this form cadation of documentary evidence is not t	required	Appraisal Other Deed			
is not required.						
mailing address. Grantee's name and Property address - to the hest of the hes	mailing address - provide the name of the physical address of the property bed. - the total amount paid for the purchase of the true vanis may be evidenced by an appraisal and the value must be determined remined by the local official charged we be penalized pursuant to Code of Alast fry knowledge and belief that the infinents claimed on this form may result	the personate of the conduct of the current the resolution in the integration in the inte	son or persons to whom internately of a property, both real and persons by a licensed appraiser or rent estimate of fair market valuing property § 40-22-1 (h).	est to possible sonal, be the assistant to the assistant to the assistant of the assistent of the assistant	the date on which interest to the seing conveyed by the instrument sessor's current market value. Excluding current use valuation, of roperty tax purposes will be used and accurate. I further understand Code of Alabama 1975 § 40-22-1	
Unattested	(verified by)		Sign Grantee/G	Switeri	Agent) circle one	