

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

Send Tax Notice to:
Kevin Woodrow Powell
2135 Springfield Drive
Chelsea, AL 35043

STATE OF ALABAMA)
COUNTY OF SHELBY)



20240103000002600 1/5 \$104.50
Shelby Cnty Judge of Probate, AL
01/03/2024 01:52:03 PM FILED/CERT

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Three Hundred Fifty Five Thousand and NO/100 Dollars (\$355,000.00)** 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 **Kevin Woodrow Powell** (hereinafter referred to as GRANTEE) his heirs and assigns, the following described real estate (the "property"), situated in **Shelby County, Alabama**, to-wit:

Lot 7-68, according to the Survey of Chelsea Park, 7th Sector, Sixth Addition, Grayson Place Neighborhood, as recorded in Map Book 53, Page 53, 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 as Instrument 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 7th Sector, filed for record as Instrument 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park 7th Sector, as recorded in Instrument 20151230000442850, (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.

\$284,900.00 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 and setback lines as shown on recorded map in Map Book 53, Page 53, in the Probate Office of Shelby County, Alabama.
- (3) Public utility easements as shown by recorded plat.
- (4) Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 7th Sector, as recorded in Instrument No. 20061229000634370 and Supplementary Declaration of Covenants Conditions and Restrictions for Chelsea Park, 7th Sector, as recorded in Instrument 20151230000442850, in the Probate Office of Shelby County, Alabama.
- (5) Declaration of Easement and Master Protective Covenants as Instrument in20041014000566950; Instrument 20060720000351160 and Instrument 20060605000263850, Partial Assignment of Developers Rights as recorded in Instrument 20160830000314840, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 14th Sector as recorded in Instrument 20170728000271000, Partial Assignment of Developers Rights as recorded in Instrument 20180122000020660, Partial Assignment of Developers Rights as recorded in Instrument 20190617000212470, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 15th Sector as recorded in Instrument 20190617000212480, Partial Assignment of Developers Rights as recoded in Instrument 2020020400046110, Amendment to Declaration of Easement and Master Protective Covenants Chelsea Park 16th Sector as recorded in Instrument 20200205000049510 in the Probate Office of Shelby County, Alabama.
- (6) Articles of Incorporation of Chelsea Park Improvement District Three as recorded in InstrumentNo.20041223000699640 in the Probate Office of Shelby County, Alabama.



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- (7) Notice of Final Assessment of Real Property due and payable to Chelsea Park Improvement District Three as recorded in Instrument 20050209000065540, in the Probate Office of Shelby County, Alabama. 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.
- (8) Certificate of Incorporation of The Chelsea Park Cooperative District 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.
- (10) Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.
- (11) Transmission line permit to Alabama Power Company recorded in Deed Book 112, Page 111, Deed Book 107, Page 565, Deed Book 131, Page 491 and Deed Book 194, Page 49, in the Probate Office of Shelby County, Alabama.
- (12) Grant of Land easement with Restrictive Covenants to Alabama Power Company on Chelsea Park Sector 7, 5th Addition as recorded in Instrument 20191004000366790, in the Probate Office of Shelby County, Alabama.
- (13) Restrictions, Conditions, Limitations, Reservation, Easements, Release of Damages, and Mineral and mining rights and rights incident thereto, as recorded in Instrument 20220511000193050, in the Probate Office of Shelby County, Alabama.

Grantee agrees to observe and perform all obligations imposed upon said Grantees 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, 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 Grantees.

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, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized officer this 21st day of December, 2023.

GRANTOR:
EDDLEMAN RESIDENTIAL, LLC
an Alabama limited liability company

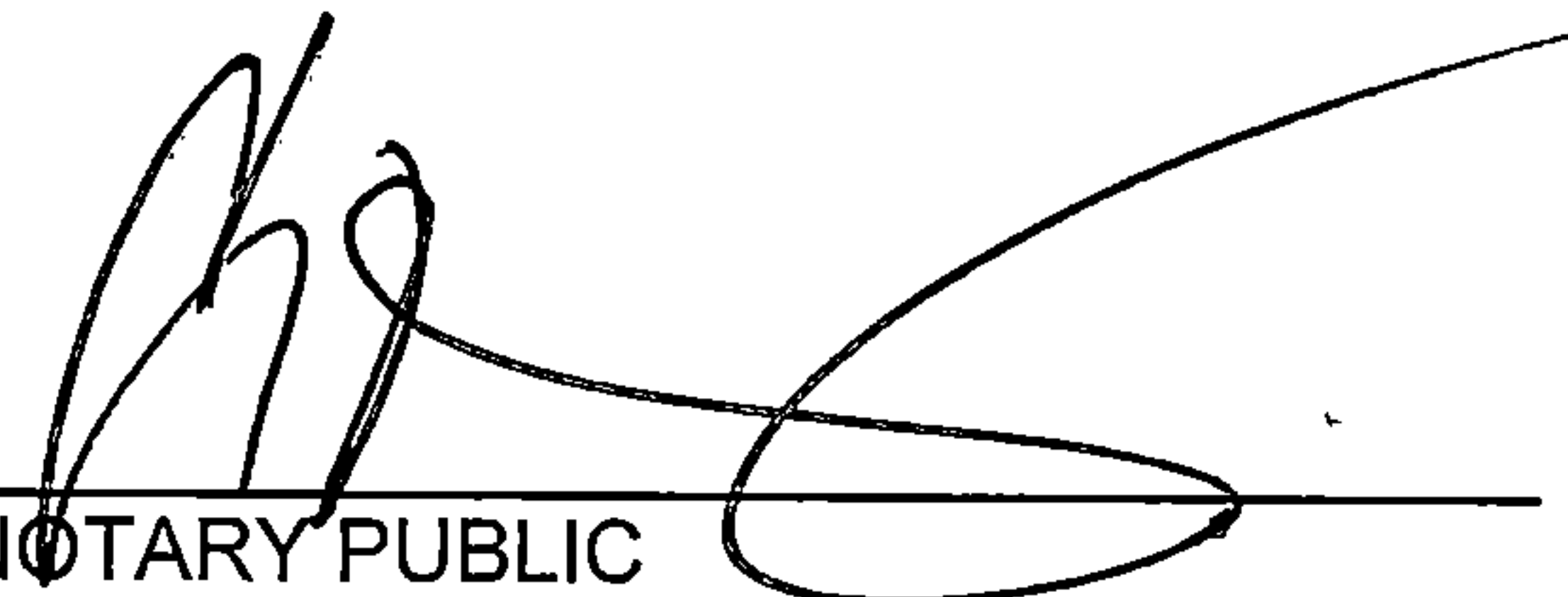
By 
Douglas D. Eddleman
Its President and CEO

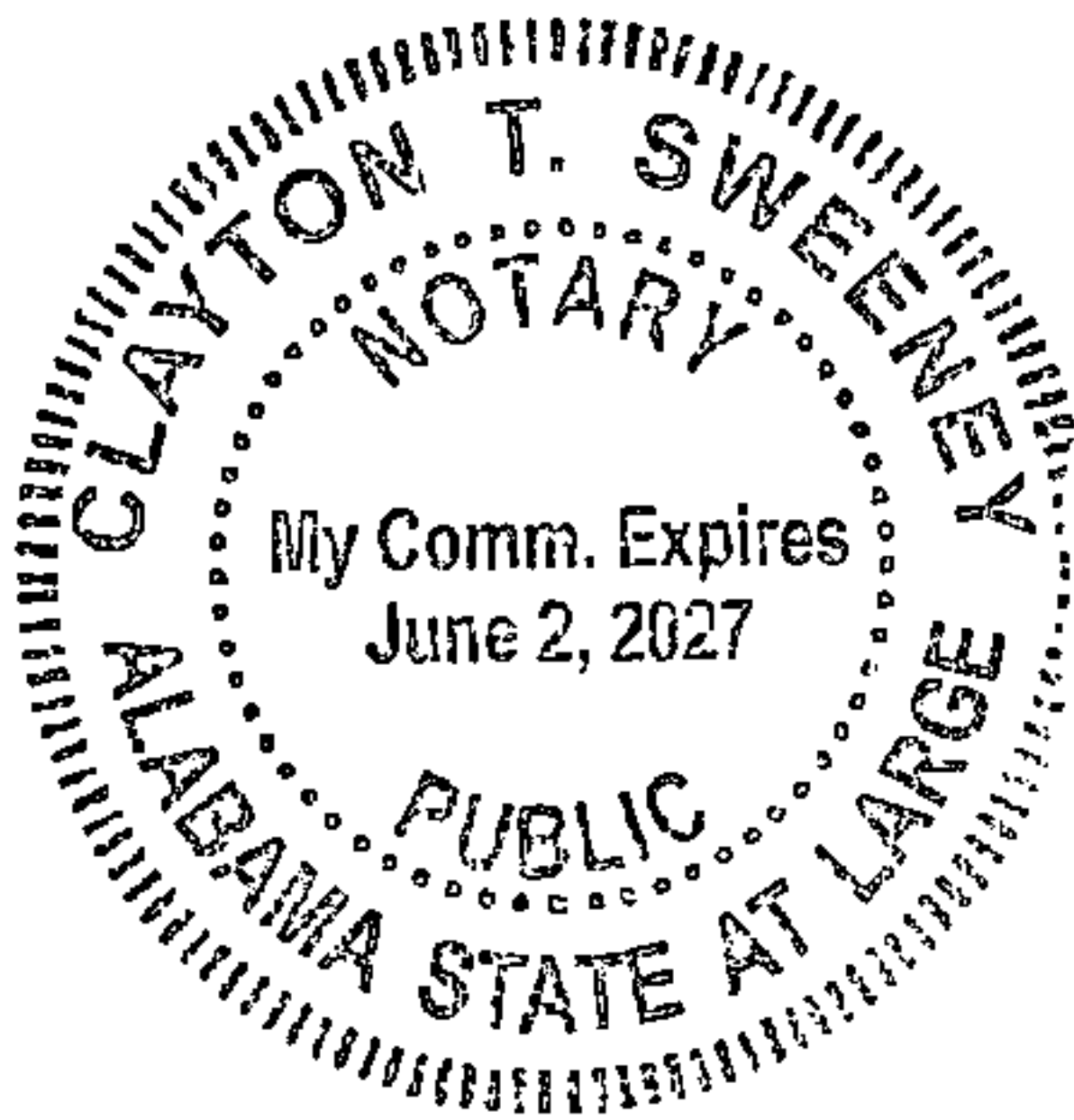
Kevin Woodrow Powell
Lot 7-68 Chelsea Park 7th Sector, Sixth Addition

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

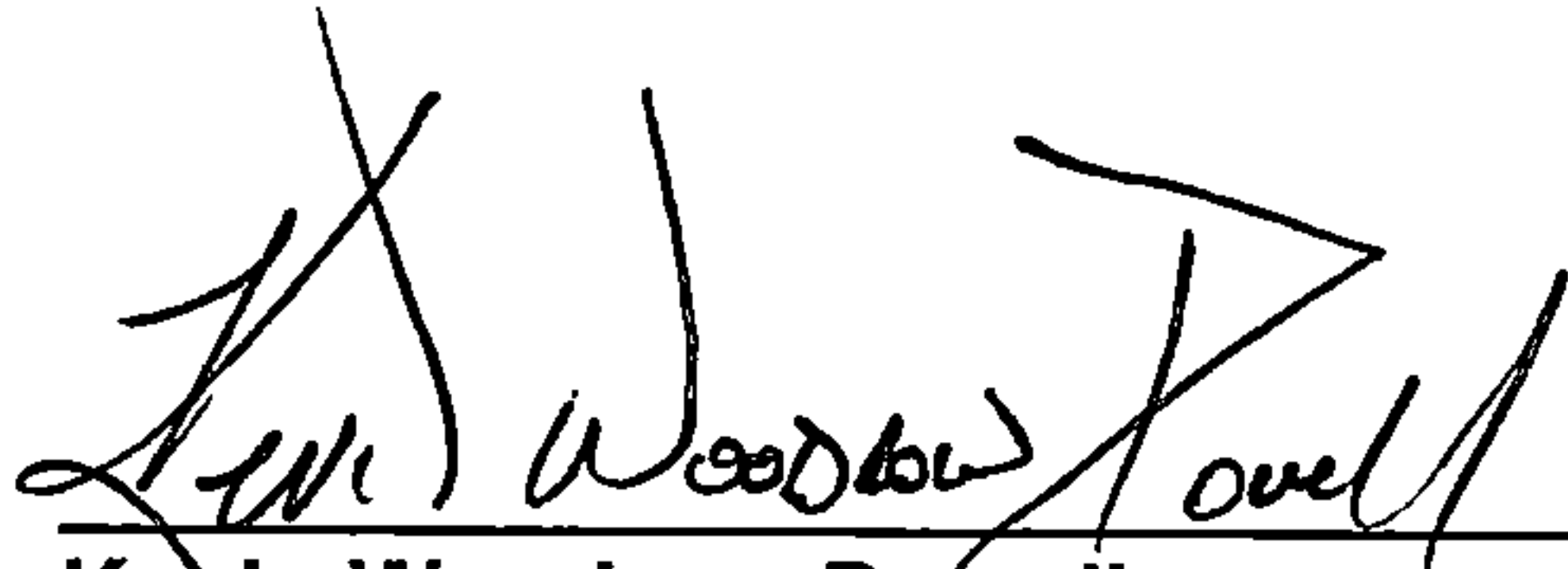
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this 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 21st day of December, 2023.


NOTARY PUBLIC
My Commission Expires: 06/02/2027



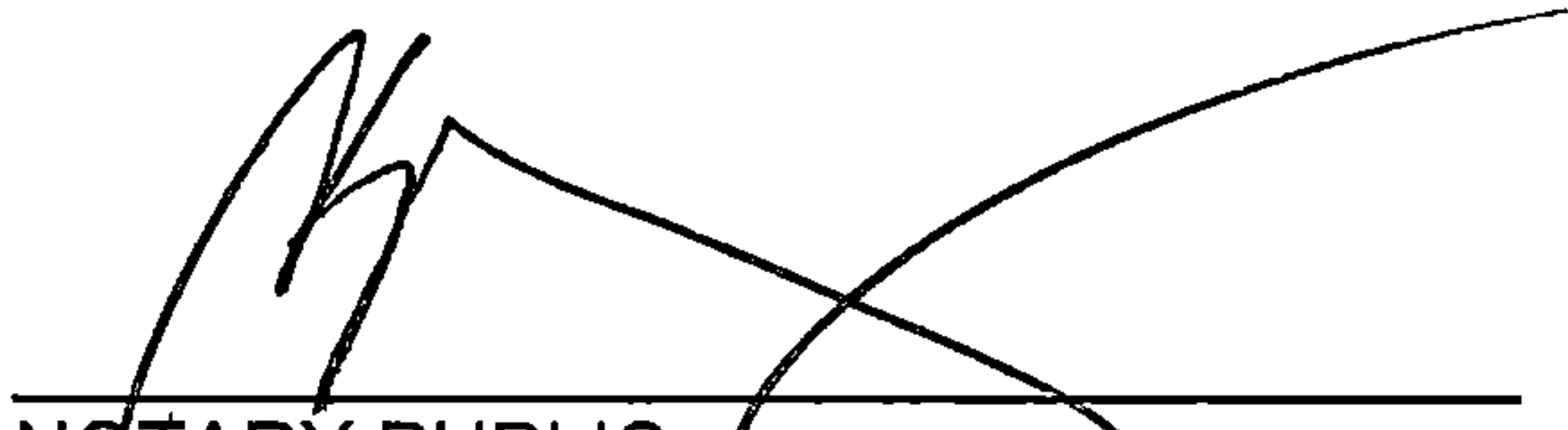
The Grantee executes this deed only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, his successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.


Kevin Woodrow Powell

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Kevin Woodrow Powell**, 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 21st day of December, 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	Kevin Woodrow Powell
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	2135 Springfield Drive Chelsea, AL 35043
Property Address	2135 Springfield Drive Chelsea, AL 35043	Date of Sale	December 21, 2023
 20240103000002600 5/5 \$104.50 Shelby Cnty Judge of Probate, AL 01/03/2024 01:52:03 PM FILED/CERT		Total Purchase Price	\$ 335,000.00 355,000.00
		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 | ☐ 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 _____

Eddleman Residential, LLC
Print by Douglas D. Eddleman, President and CEO

Unattested
(verified by)

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