

20241009000317320 1/4 \$121.00 Shelby Cnty Judge of Probate, AL 10/09/2024 11:18:14 AM FILED/CERT

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

Send Tax Notice to:

Jeffery Wayne Samples

Torria Williams Samples

867 Chelsea Park Rd

Chelsea, Alabama 35043

STATE OF ALABAMA	)
COUNTY OF SHELBY	)

## STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Six Hundred Sixty One Thousand Twenty and No/100 Dollars (\$661,020.00) 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 JEFFERY WAYNE SAMPLES and TORRIA WILLIAMS SAMPLES (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 19-08, according to the Plat of Chelsea Park, 19th Sector and 20th Sector, Phase One, as recorded in Map Book 55, Page 96, 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, and First Amendment to Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Chelsea Park, a Residential Subdivision, 7th Sector (Addition of 19th and 20th Sectors, Phase One) as recorded in Instrument No. 20221003000376740, in the Probate Office of Shelby County, Alabama. (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

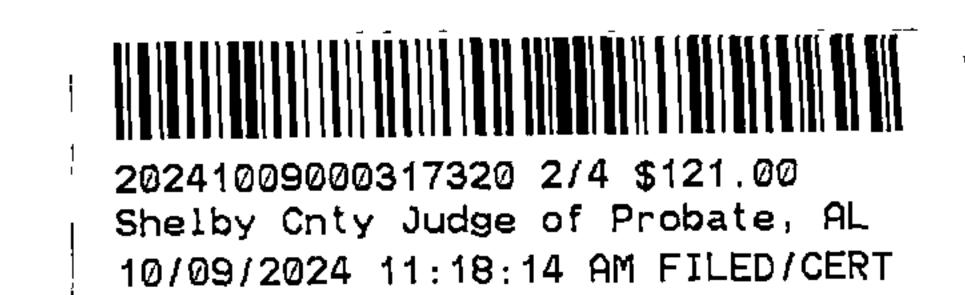
\$571,020.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

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.

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 55, Page 96, 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; together with First Amendment to Supplementary Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for

Shelby County, AL 10/09/2024
State of Alabama
Deed Tax:\$90.00



Chelsea Park, a Residential Subdivision, 7<sup>th</sup> Sector (Addition of 19<sup>th</sup> and 20<sup>th</sup> Sectors, Phase One) as recorded in Instrument No. 20221003000376740, in the Probate Office of Shelby County, Alabama.

- (5) Declaration of Easement and Master Protective Covenants as Instrument in Instrument No. 20041014000566950; 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 Instrument No. 20041223000699640 in the Probate Office of Shelby County, Alabama.
- 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 as recorded in Instrument 20151105000384560, in the Probate Office of Shelby County, Alabama.
- (13) Distribution Easement to Alabama Power Company as recorded in Instrument No. 20071114000552150.

Grantees agree 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.

TO HAVE AND TO HOLD, the property above described together with all and singular the rights, privileges, tenements, appurtenances, and improvement 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 d survivor, forever.



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**IN WITNESS WHEREOF**, the said Grantor has through its duly authorized representative hereunto set its hand this 24th day of September, 2024.

**GRANTOR:** 

Embassy Homes, LLC

an Alabama limited liability company

By:

Clark Parker

Its: Member

## STATE OF ALABAMA COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Clark Parker, whose name as Member 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 Member, 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 that the 24th day of September, 2024.

NOTARY PUBLIC

My Commission Expires: 06/02/2027

' My Comm. Expires

## 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	Jeffery Wayne Samples and Torria Williams Samples
Mailing Address	5406 Hwy. 280, Ste. C101 Birmingham, AL 35242	Mailing Address	867 Chelsea Park Rd. Chelsea, AL 35043
	867 Chelsea Park Rd. Chelsea, AL 35043		
Property Address		Date of Sale	September 24, 2024
		Total Purchase Price	\$_661,020.00
		or	
	20241009000317320 4/4 \$121.00 Shelby Cnty Judge of Probate, AL	Actual Value	\$
	10/09/2024 11:18:14 AM FILED/CERT	or	
		Assessor's Market Value	\$
	r actual value claimed on this form can lation of documentary evidence is not re	_	ntary evidence:
	cument presented for recordation contai	ins all of the required information re	ferenced above, the filing of this form
Grantor's name and mailing address.		Instructions of the person or persons conveying	g interest to property and their current
Grantee's name and	mailing address - provide the name of the	ne person or persons to whom inter	est to property is being conveyed.
Property address - the property was conveyed		ng conveyed, if available. Date of	Sale - the date on which interest to the
Total purchase price offered for record.	- the total amount paid for the purchase	e of the property, both real and pers	sonal, being conveyed by the instrument
-	roperty is not being sold, the true value is may be evidenced by an appraisal co		sonal, being conveyed by the instrument the assessor's current market value.
the property as deter	•	the responsibility of valuing proper	alue, excluding current use valuation, of ty for property tax purposes will be used
•	•		s true and accurate. I further understand ited in <u>Code of Alabama 1975</u> § 40-22-1
Date		Embassy Homes, LLC Print <u>by: Clark Parker, Men</u>	nber
Unattested		Sign	
	(verified by)		Owner/Agent) circle one