

Send tax notice to:  
TERRENCE M DAVIS  
1085 CRAWFORD COURT  
CHELSEA, AL, 35043

This instrument prepared by:  
Charles D. Stewart, Jr.  
Attorney at Law  
4898 Valleydale Road, Suite A-2  
Birmingham, Alabama 35242

STATE OF ALABAMA  
SHELBY COUNTY

2019375

20190702000236110  
07/02/2019 09:05:10 AM  
DEEDS 1/2

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Eighty-Three Thousand and 00/100 Dollars (\$183,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **KYLE T MARTIN, a married man**, whose mailing address is: 3732 Kintross Drive Birmingham AL 35242 (hereinafter referred to as "Grantor") by **TERRENCE M DAVIS** whose property address is: **1085 CRAWFORD COURT, CHELSEA, AL, 35043** hereinafter referred to as Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, the following described real estate situated in Shelby County, Alabama, to-wit:

**Lot 6-12, according to the Plat of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13, in the Probate Office 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 filed for record as Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 6th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566960 (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").**

**This property is not the homestead of the Grantor, nor that of his spouse.**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2018 which constitutes a lien but are not yet due and payable until October 1, 2019.
2. Restrictions as noted on Map Book 37, Page 13.
3. Subject to covenants, conditions and restrictions as set forth in the document recorded in Instrument No. 20041014000566950; Instrument No. 20041014000566970 and Instrument No. 20041026000590790 and Amended in Instrument No. 20060720000351160, in the Probate Office of Shelby County, Alabama.
4. Easement agreement as recorded in Instrument No. 20040816000457750.
5. Conservation easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703990.
6. Articles of Incorporation of The Chelsea Park Improvement District Two as recorded in Instrument No. 20041223000699630 and notice of final assessment District Two as recorded in Instrument No. 20050209000065530.
7. Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 112, Page 111.
8. Easement as recorded in Instrument No. 20040120000033550.
9. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 244, Page 587; Instrument No. 1997-9552 and Instrument No. 2000-94450 and corrected in Instrument No. 2001-27341, in the Probate Office of Shelby County, Alabama.

10. Release of damages as recorded in Instrument No. 20040922000521690, as recorded in the Probate Office of Shelby County, Alabama.
11. Covenants releasing predecessor 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 instruments recorded in Instrument No. 20040922000521690 in Probate Office.
12. Right of way easement as recorded in Instrument No. 2000-4454.
13. Easement as recorded in Deed Book 253, Page 324.
14. Restrictive covenants and grant of land easement to Alabama Power Company as recorded in Instrument No. 20050203000056200.
15. Distribution easement to Alabama Power Company as recorded in Instrument No. 20050203000056210.
16. Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670.
17. Easement to Town of Chelsea as recorded in Instrument No. 20040107000012460, in the Probate Office of Shelby County, Alabama.
18. Conservation easement and restrictive covenants as recorded in Instrument No. 20031222000822880 and Instrument No. 20041228000703980.
19. Restrictive covenants as recorded in Instrument No. 20060720000351160.
20. 7.5 foot easement along Northern lot line as per plat.
21. Memorandum of Sewer Service Agreements regarding Chelsea Park in favor of Double Oak Water Reclamation, LLC as recorded in Instrument No. 20121107000427750.

\$183,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

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

The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor, has hereunto set his hand and seal this the 28th day of June, 2019.

  
 \_\_\_\_\_  
 KYLE T MARTIN

STATE OF ALABAMA  
COUNTY OF SHELBY

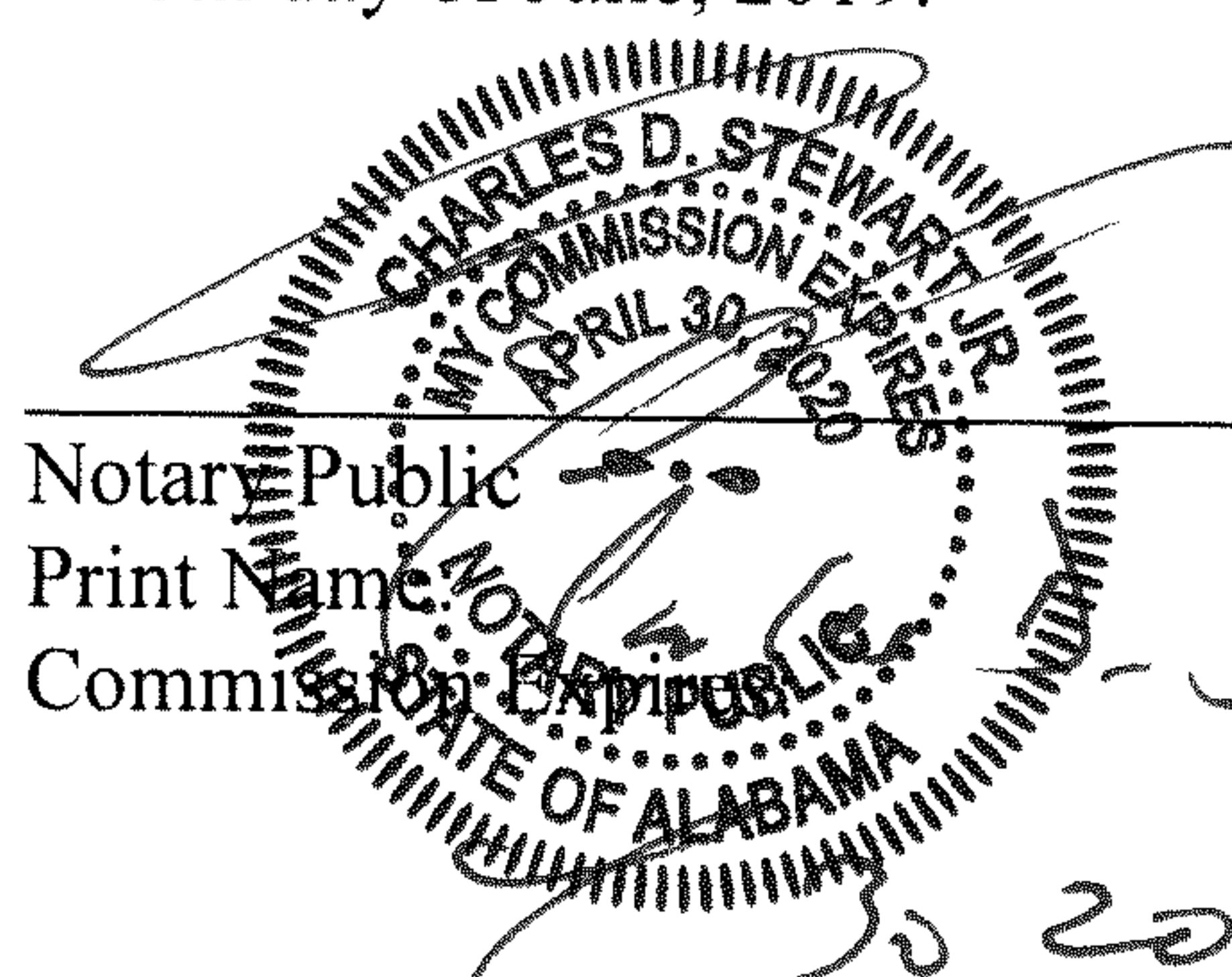
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that KYLE T MARTIN whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28th day of June, 2019.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 07/02/2019 09:05:10 AM  
 \$19.00 CHERRY  
 20190702000236110

*Allen S. Bayl*

  
 Notary Public  
 Print Name: *Charles D. Stewart Jr.*  
 Commission Expires: *April 30, 2020*  
*Stewart Jr.*  
*30 20*