Send tax notice to:
MARK STEVEN COLE
2024 SPRINGFIELD DRIVE
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

2020049

SHELBY COUNTY

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, CHASE P MCCRAY and JESSICA MCCRAY, husband and wife, whose mailing address (hereinafter referred to as "Grantors") by MARK STEVEN COLE and BRENDA JILL COLE whose property address is: 2024 SPRINGFIELD DRIVE, CHELSEA, AL, 35043 hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 7-237, according to the Plat of Chelsea Park, 7th Sector, First Addition, as recorded in Map Book 37, Page 120, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the nonexclusive easement to use 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 20041014000566950 in the Probate Office of Shelby County, Alabama and Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector executed by Grantor and Chelsea Park Residential Association, Inc., and recorded as Instrument no. 20061229000634370, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").

### SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2019 which constitutes a lien but are not yet due and payable until October 1, 2020.
- 2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
- 3. Any lien for services, labor or material in connection with improvements, repairs or renovations, not shown by the public records.
- 4. Building set back lines and easements and restrictions as shown by record plat.
- 5. Restrictions, conditions, reservations, easements as shown by deeds in Inst 20091221000465740 and Instrument 20100512000150140.
- 6. Supplementary Declaration and amendment to Covenants, Conditions and Restrictions in Inst 20151230000442850.

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- 7. Sewer Service agreement by and between Chelsea Park and Double Oak Water Reclamation, LLC in Instrument 20121107000427750.
- 8. Restrictions, conditions, limitations, agreements, easements as set forth by deed from Chelsea Park Development in Instrument 20100209000039850.
- 9. Right of way agreement with Alabama Power Co. in Instrument 20061212000602740.
- 10. Easements as recorded in Map Book 37, Page 120, in the Probate Office of Shelby County, Alabama.
- 11. Public utility easements, building setback lines and right of ways as shown by recorded plat.
- 12. Declaration of Easements and Master Protective Covenants for Chelsea Park, a
- 13. Residential Subdivision, as set out in instrument recorded in Instrument No. 20041014000566950 in the Probate Office of Shelby County, Alabama, along with Articles of Incorporation of Chelsea Park Residential Association, Inc. as recorded in Instrument No. 200413 at Page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park, 7th Sector, as recorded in Instrument No. 20061229000634370, in the Probate Office of Shelby County, Alabama.
- 14. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 112, Page 111, in the Probate Office.
- 15. Easement to Bellsouth Telecommunications, Inc., as recorded in Instrument No. 20060630000315710 in the Probate Office of Shelby County, Alabama.
- 16. Grant of land easement and restrictive covenants in favor of Alabama Power Company as recorded in Instrument No. 20060828000422390 and Instrument No. 200608228000422470 in the Probate Office of Shelby County, Alabama.
- 17. All minerals within and underlying the premises not owned by Grantor, including without limitation, the mineral and mining rights and other rights, privileges and immunities relating thereto, set out in Instrument No. 1997-9552, Instrument No. 2000-94450, and corrected in Instrument No. 2001-27341 in said Probate Office.
- 18. Release of damages as recorded in Instrument No. 20061229000634390 in said Probate Office.
- 19. 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. 20061229000634390 in said Probate Office.
- 20. Restrictions, limitations, conditions and other provisions as set out in Map Book 3 7, page 12 in the Probate Office of Shelby County, Alabama.
- 21. Conservation Easement and Declaration of Restrictions and Covenants as recorded as Instrument No. 20041228000703990.
- 22. Articles of Incorporation of The Chelsea Park Improvement District Three as recorded in Instrument No. 20050209000065540.

\$184,300.00 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.

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IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of January, 2020.

CHASE P MCCRAY

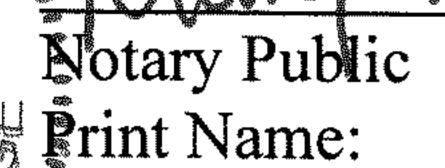
JESSICA MCCRAY

### STATE OF ALABAMA

## COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHASE P MCCRAY and JESSICA MCCRAY 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 day of January, 2020.



Commission Expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/03/2020 01:53:21 PM
\$34.00 CHERRY

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