

20210201000052530  
02/01/2021 02:56:41 PM  
DEEDS 1/2

Send tax notice to:

MARY J DEAN  
472 LAKE CHELSEA WAY  
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

2021026T

SHELBY COUNTY

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **GARRETT L CARTER and VALARIE S CARTER, husband and wife**, whose mailing address is: 3545 Grandview Pkwy #241, Birmingham, AL 35243 (hereinafter referred to as "Grantors") by **MARY J DEAN** whose property address is: **472 LAKE CHELSEA WAY, 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 Grantee, the following described real estate situated in Shelby County, Alabama, to-wit:

**Lot 9-65, according to the Plat of Chelsea Park, Ninth Sector as recorded in Map Book 37, Page 47 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, executed by the Grantor and file for record as Instrument #20041014000566950 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 9th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument #20051229000659740 and Instrument #2006092000468120, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration")

SUBJECT TO:

1. Taxes for the year beginning October 1, 2020 which constitutes a lien but are not yet due and payable until October 1, 2021.
2. Restrictions, public utility easements and building setback lines, as shown on recorded map and survey of Chelsea Park, Ninth Sector as recorded in Map Book 37, Page 47 in the Probate Office of Shelby County, Alabama.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records, including those recorded in Instrument #20160517000168180 and Instrument #20160517000168190.
4. Restrictive Covenants recorded in Instrument #20030815000539670.
5. Right of way in favor of Alabama Power Company recorded in Instrument #20060630000314940; Instrument #20050203000056210 and Instrument #20060828000422650.
6. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or substance conditions that may now or hereafter exist or occur or cause damage to subject property as shown by instruments recorded in Instrument #20061229000634390 and Instrument #20080107000006980.
7. Covenants, permit requirements and release from damages recorded in Instrument #2001-36885.

8. Notice of Final Assessment of Real Property as recorded in Instrument #20050209000065530.
9. Articles of Incorporation of Chelsea Park Homeowners Association, Inc., recorded in Instrument #20050714000353260; Instrument #20051229000659740 and Instrument #2006092000468120.
10. Covenants, Conditions and Restrictions recorded in Instrument #20041014000566950; Instrument #20041014000566970; Instrument #20041223000699630; Instrument #20040816000457750; Instrument #20051222000659740; Instrument #20051229000659740; Instrument #20060920000468120 and Instrument #2006072000351160.
11. Easement to Level 3 Communications, LLC recorded in Instrument #2000-0007 and Instrument #2000-0671.
12. Easement to Colonial Pipeline Company recorded in Deed Book 283, page 716 and Deed Book 253, page 324.

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/her hand and seal this the 25<sup>th</sup> day of January, 2021.

GARRETT L CARTER  
GARRETT L CARTER

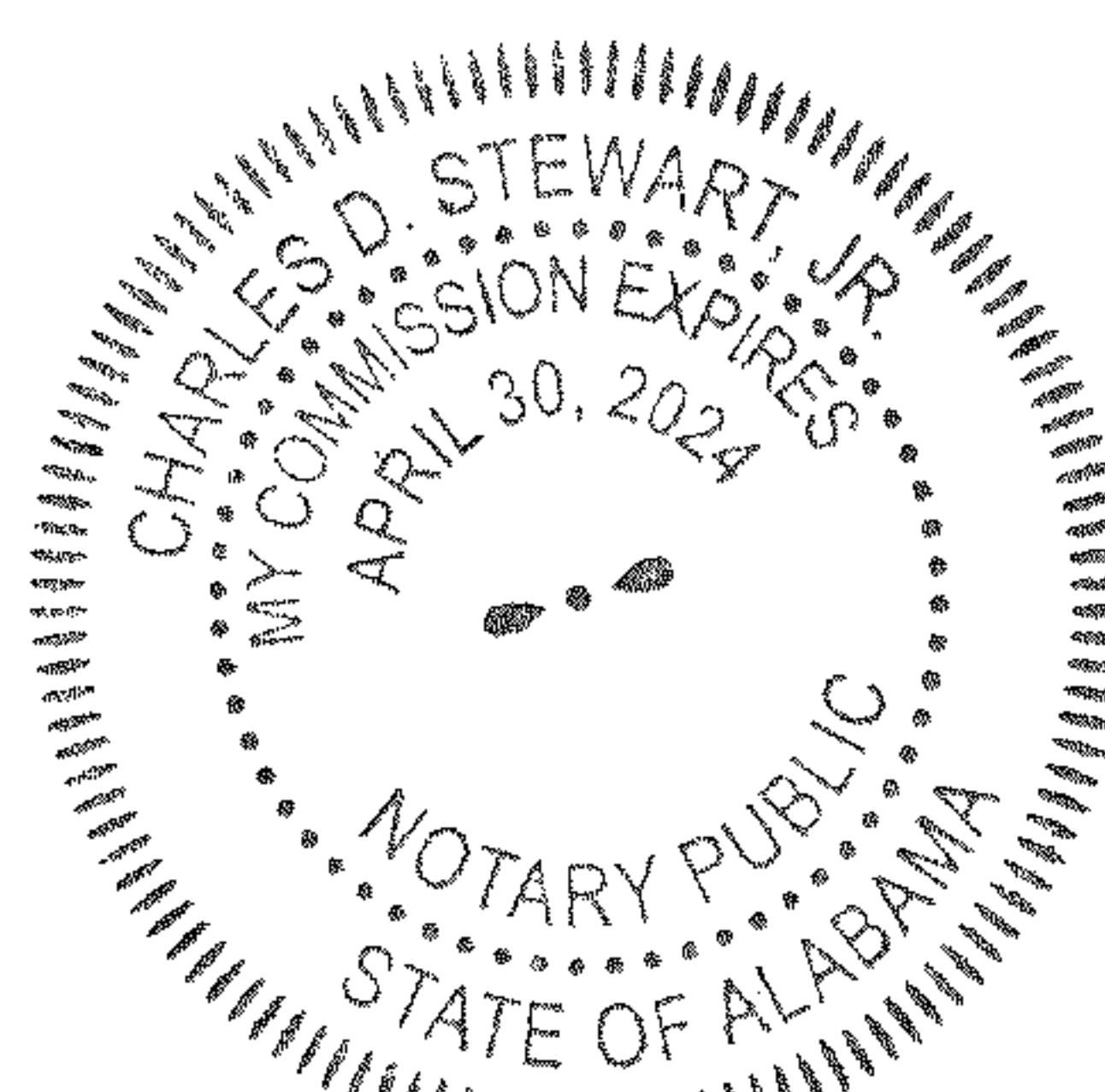
VALARIE S CARTER  
VALARIE S CARTER

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GARRETT L CARTER and VALARIE S CARTER 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 25<sup>th</sup> day of January, 2021.



LLC  
Notary Public  
Print Name:  
Commission Expires:

4/30/24



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/01/2021 02:56:41 PM  
\$385.00 JESSICA  
20210201000052530

Allie S. Bayl