

Send tax notice to:  
RAY F FAGAN  
4958 HAWTHORNE PLACE  
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

2021062T

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Seventy-Two Thousand and 00/100 Dollars (\$272,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **JENA JONES, A SINGLE INDIVIDUAL** whose address is: P.O. Box 449 Childersburg, AL 35044 (hereinafter referred to as "Grantors") by **RAY F FAGAN and TAYLOR H FAGAN** whose property address is: **4958 HAWTHORNE PLACE, 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 6-27A, according to the Resurvey of Lots 6-21 to 6-32 of Chelsea Park, 6th Sector, 6th Addition as recorded in Map Book 44, page 24 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 6th Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument #20041014000566970, (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. Restrictions, public utility easements and building setback lines, as shown on recorded map and Resurvey of Lots 6-21 to 6-32 of Chelsea Park, 6th Sector, 6th Addition as recorded in Map Book 44, page 24 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. Articles of Incorporation of Chelsea Park Homeowners Association, Inc., recorded in Instrument #20041223000699620; 20050714000353260; Instrument #20051229000659740 and Instrument #2006092000468120. Covenants, Conditions and Restrictions recorded in Instrument #20041014000566950; Instrument #20060605000263850; Instrumnet #20030815000539670; Instrument #20031222000822880; Instrument #20041228000703980; Instrument #20041228000703990; Instrument #20041014000566970; Instrument #20041223000699630; Instrument #20040816000457750; Instrument #20051222000659740; Instrument #20051229000659740; Instrument #20060920000468120 and Instrument #2006072000351160.



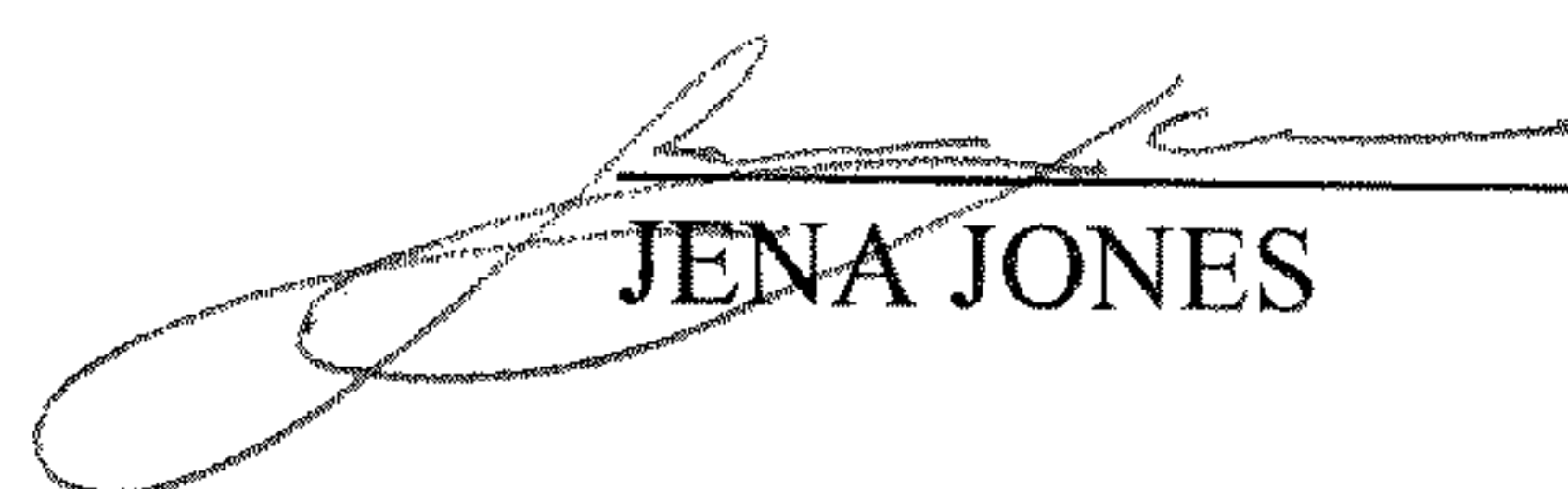
5. Right of way in favor of Alabama Power Company recorded in Instrument #20060630000314940; Instrument #20050203000056210 and Instrument #20060828000422650.
6. Release of damages as recorded in Instrument #20060424000189000 and Instrument #20060720000351150.
7. Covenants releasing predecessor in title 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.
8. Covenants, permit requirements and release from damages recorded in Instrument #2001-36885.
9. Notice of Final Assessment of Real Property as recorded in Instrument #20050209000065530.
10. Easement to Level 3 Communications, LLC recorded in Instrument #2000-0007 and Instrument #2000-0671.
11. Easement to Town of Chelsea as recorded in Instrument #20040107000012460.

\$0.00 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/her hand and seal this the 4<sup>th</sup> day of February, 2021.

  
JENA JONES

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JENA JONES 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 4<sup>th</sup> day of February, 2021.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/11/2021 08:25:23 AM  
\$297.00 CHERRY  
20210211000070680

*Allen S. Bayl*

