

Send tax notice to:

DONALD E MCMAHON

2017 Eagle Valley Drive
B'ham, AL 35242

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

2021453T

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **NORMAN W NACCARI and JANICE A NACCARI** whose mailing address is: 329 Windchase Trace, Birmingham AL 35242 (hereinafter referred to as "Grantors") by **DONALD E MCMAHON and KELLYN V MCMAHON** whose property address is: **2017 EAGLE VALLEY DRIVE, BIRMINGHAM, AL, 35242** 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 1528, according to the Survey of Eagle Point, 15th Sector, as recorded in Map Book 26, Page 35, in the Office of the Judge of Probate of Shelby County, Alabama.

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 Eagle Point, 15th Sector, as recorded in Map Book 26, Page 35 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 Book 345, Page 744, and Instrument 1995-01640.
4. Articles of Incorporation of the Eagle Point Homeowners Association as recorded in Instrument #20050426000198880, and By-Laws as recorded in Instrument #1996-33773.
5. Articles recorded in Instrument #20071206000554370.
6. Easements and rights-of-way as recorded in Book 290, Page 842; Deed Book 290, page 848; Instrument #1993-3817; Instrument #1996-1572; Instrument #1994-36373 and Instrument #1996-26590.
7. Transmission line permits granted to Alabama Power Company in Book 111, Page 408 and Deed Book 149, page 380.
8. Conditions, covenants and restrictions as recorded in Book 206, Page 448, Instrument #1998-49271, Instrument #1997-19270, Instrument #20071218000568470, Instrument #20180222000057130, and Book 350, Page 775.
9. Right of Way recorded in Instrument #2001-18572 and Instrument #1999-12006.
10. Easements and rights-of-way for roads and utilities, as set out by Condemnation Case #19-287, and filed for record in Lis Pendens Book 42, Page 263 (refiled as Instrument #1993-03429) and in Lis Pendens Book 42, Page 303 (refiled as Instrument #1992-03427) and amended in Lis Pendens Book 42, Page 287 (refiled as Instrument #1992-03428) and as set out in instrument #1993-08450, to the extent applicable to the Subject Property.
11. Reservation as shown in Map Book 24, page 102, regarding Sink Hole Prone Areas - The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur, Shelby County, The Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents servants or employees of Shelby County, Alabama, make no representation that the subdivision lots and streets are safe or suitable for residential constructions or for any other purpose whatsoever. Area underlain by limestone and thus may be subject to lime sink activity.
12. Declaration of Easement recorded in Instrument #1993-24183.

\$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.

18 IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of June, 2021.


NORMAN W NACCARI

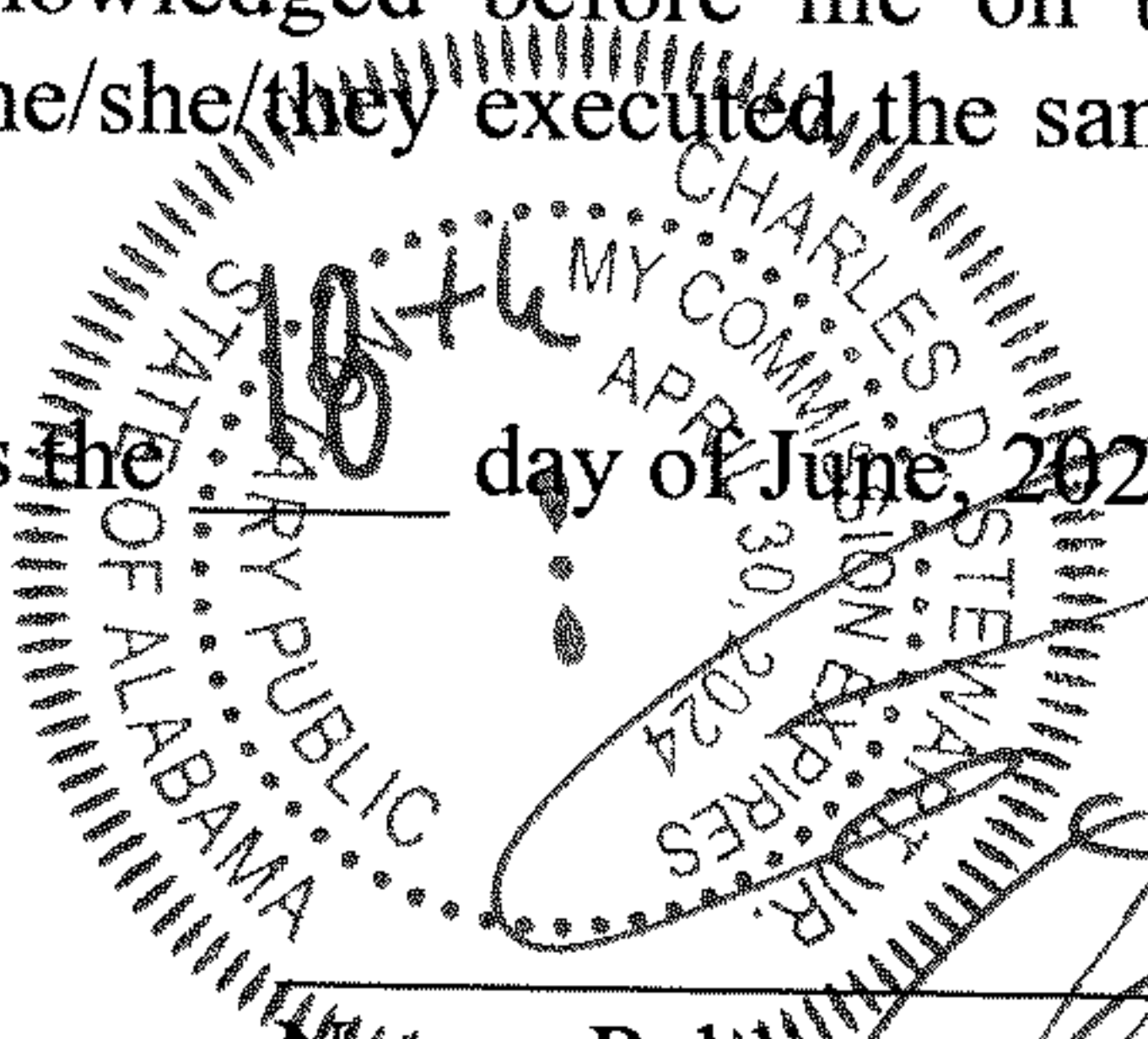

JANICE A NACCARI

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that NORMAN W NACCARI and JANICE A NACCARI 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 18th day of June, 2021.


Notary Public
Print Name: Charles D Stearns
Commission Expires: 4-30-24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/29/2021 10:40:59 AM
\$140.00 JOANN
20210629000313860

Allen S. Bayl