20220915000357550 09/15/2022 10:49:40 AM DEEDS 1/2

SEND TAX NOTICE TO:

Samuel Ray Pennington and Brandy Starr Pennington

334 Beker Dr Chelson/AC 35043 This instrument prepared by:
S. Kent StewartStewart & Associates, P.C.
3595 Grandview Pkwy, #280
Birmingham, Alabama 35243

WARRANTY DEED

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of FOUR HUNDRED FIVE THOUSAND AND 00/100 (\$405,000.00), the amount which can be verified by the Closing Statement, in hand paid to the undersigned, John Kyle Gowens and Chandler Renee Gowens, husband and wife, whose address is 140 Crescent Lake Road, Meridian, MS 39301, (hereinafter "Grantor", whether one or more), by Samuel Ray Pennington and Brandy Starr Pennington, as joint tenants with rights of survivorship, (hereinafter "Grantee", whether one or more), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee Samuel Ray Pennington and Brandy Starr Pennington, the following described real estate situated in Shelby County, Alabama, the address of which is 338 Barker Drive, Chelsea, AL 35043 to-wit:

All that certain parcel of land situated in the City of Chelsea, County of Shelby, State of Alabama, being known and designated as follows;

Parcel A-I

A part of the Southeast 1/4 of the Northeast 1/4, Section 8, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: From the Southeast corner of the SE 1/4 of the NE 1/4 of Section 8, Township 20 South, Range 1 West, a concrete monument with disc found; thence run North 1 deg. 17 min. 44 sec. East along the East 1/4 Section line a distance of 411.00 feet to the point of beginning, an iron set; thence continue last stated course 459.15 feet to Spencer Creek; thence North 55 deg. 01 min. 30 sec. West 19.63 feet along Spencer Creek to the intersection with a creek branch; thence run South 38 deg. 56 min. 02 sec. West 50.33 feet along said creek branch to a pipe culvert outlet; thence run South 70 deg. 41 min. 42 sec. West 15.42 feet along said pipe culvert to the intersection with Barker Drive, a chert road and the center of a 30 foot wide non-exclusive access easement; thence run along said Barker Drive access easement center line the following bearings and distances; South 2 deg. 58 min. 56 sec. East 43.25 feet; thence South 14 deg. 05 min. 27 sec. West 130.82 feet; thence South 23 deg. 53 min. 51 sec. West 275.18 feet; thence South 88 deg. 42 min, 16 sec. East 193.01 feet to the point of beginning.

Subject to a 30 foot non-exclusive access easement for Barker Drive along the West boundary; an easement for access and utilities to the parcel from Shelby County Highway 39 described as follows: From the Northeast corner of the SE 1/4 of the NE 1/4, Section 8, Township 20 South, Range 1 West, a concrete monument with disc found; thence North 88 deg. 13 min. 31 sec. West along the North 1/4 1/4 Section boundary 319.00 feet to a 1 1/2 inch iron pin found on the Southerly 40 foot right of way line of Shelby County Highway No. 39; thence South 55 deg. 24 min. West 34.51 feet along a chord of the Southerly right of

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way, said highway being in a curve to the right, to the intersection of Barker Drive, a chert road, and the point of beginning of the center of a 30 foot wide non-exclusive access easement; thence run along Barker Drive access easement centerline of the following bearings and distances: South 51 deg. 04 min. 12 sec. East 210.20 feet; South 21 deg. 08 min. 22 sec. East 155.76 feet; South 6 deg. 14 min. 24 sec. West 82 36 feet; South 35 deg. 34 min. 10 sec. East 83.73 feet, and South 24 deg. 02 min. 36 sec. East 40 feet to the boundary of said Parcel A-I.

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation. Mining and mineral rights excepted.

Subject to a third-party mortgage in the amount of \$370,878.00 executed and recorded simultaneously herewith.

TO HAVE AND TO HOLD, unto the said Grantee, and Grantee's heirs, executors, administrators, and assigns forever. The Grantor does for Grantor and for the Grantor's heirs, executors, and administrators, and assigns, covenant with said Grantee, and Grantee's heirs, executors, administrators and assigns, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has good right to sell and convey the same as aforesaid; that Grantor will and Grantor's heirs, executors, and administrators shall warrant and defend the same to the said Grantee, and Grantee's heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has set their signature and seal on this 12th day of September, 2022.

Jøhn Kyle Gowens

Chandler Renee Gowens

STATE OF ALABAMA COUNTY OF SHELBY

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 09/15/2022 10:49:40 AM **\$59.50 BRITTANI** 20220915000357550

alling 5. Bend

I, the undersigned Notary Public in and for said County and State, hereby certify that John Kyle Gowens, and Chandler Renee Gowens whose name(s) is/are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of September, 2022.

Notary Public

My Commission Expires: \| \lambda 29/2 \| \]

JORDAN SMITH My Commission Expires January 29, 2025

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