

**SEND TAX NOTICE TO:**

Perry Daniel Gann and Barbara Gann  
254 Fairbank Way  
Chelsea, AL 35043

This instrument prepared by:  
S. Kent Stewart  
Stewart & 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 **TWO HUNDRED NINETY NINE THOUSAND AND 00/100 (\$299,000.00)**, the amount which can be verified by the Closing Statement, in hand paid to the undersigned, **Joseph Tubbs and Shea Tubbs, a married couple**, whose address is 705 Oak Haven Trail, Columbiana, AL 35051, (hereinafter "Grantor", whether one or more), by **Perry Daniel Gann and Barbara Gann**, whose address is 254 Fairbank Way, Chelsea, AL 35043, (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 **Perry Daniel Gann and Barbara Gann**, the following described real estate situated in Shelby County, Alabama, the address of which is **254 Fairbank Way, Chelsea, AL 35043 to-wit:**

**Lot 6-101, according to the Survey of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13, 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 No. 20041014000566950 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Chelsea Park 3rd Sector executed by Granter and Chelsea Park Residential Association, Inc. and recorded as Instrument No. 20041014000566970, (which, together with all amendments thereto, are hereinafter collectively referred to as the "Declaration").**

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 \$224,250.00 executed and recorded simultaneously herewith.

Property does not constitute the homestead of the grantor nor their spouse.

**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 24th day of October, 2022.

  
\_\_\_\_\_  
**Joseph Tubbs**

  
\_\_\_\_\_  
**Shea Tubbs**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County and State, hereby certify that Joseph Tubbs and Shea Tubbs 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 24th day of October, 2022.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/29/25



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/31/2022 01:53:06 PM  
\$100.00 JOANN  
20221031000408300

