

20221209000447120  
12/09/2022 11:43:41 AM  
DEEDS 1/2

Send tax notice to:  
PATRICK HAGOOD  
1064 EAGLE HOLLOW DRIVE  
BIRMINGHAM, 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

2022577

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Twenty-Nine Thousand Nine Hundred and 00/100 Dollars (\$529,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **DONALD E MCMAHON and KELLYN V MCMAHON, HUSBAND AND WIFE** whose mailing address is: 2017 Eagle Valley Dr Birmingham, AL 35242 hereinafter referred to as "Grantors") by **PATRICK HAGOOD and AMANDA G HAGOOD** whose property address is: **1064 EAGLE HOLLOW 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 1741, according to the Survey of Eagle Point, 17th Sector, as recorded in Map Book 30 Page 82, in the Probate Office of Shelby County, Alabama.**

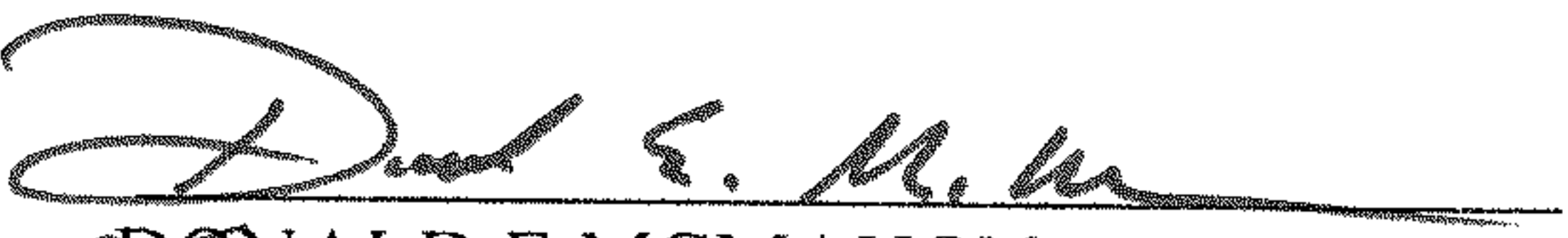
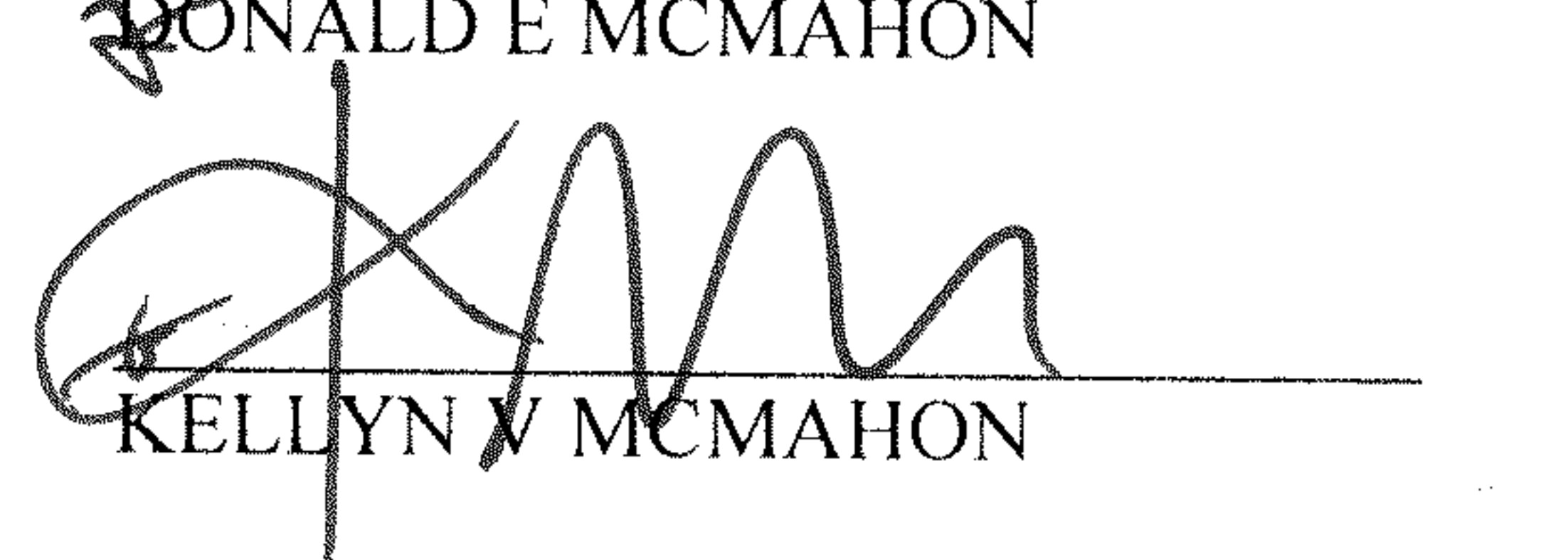
SUBJECT TO:

1. Taxes for the year beginning October 1, 2022 which constitutes a lien but are not yet due and payable until October 1, 2023.
2. Building line(s) as shown by recorded map.
3. Easement(s) as shown by recorded map.
4. Restrictions as shown by recorded map.
5. NOTE: Map Book 30 page 82 shows the following reservation: Sink Hole Prone Areas-The Subdivision shown herein 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 representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. Area underlain by limestone and thus may be subject to lime sink activity.
6. Powers and provisions as set out in the Articles of Incorporation of Eagle Point Homeowners Association Inc as recorded in Instrument 1996-18823, in the Probate Office of Shelby County, Alabama, together with the By-Laws as recorded in Instrument 1996-33773 of said corporation as they currently exist and are from time to time amended.
7. Eagle Point 17th Sector General Covenants Restrictions and Easements as recorded in Instrument 20021206000610540, Restatement of General Covenants Restrictions and Easements of the Eagle Point Subdivision as recorded in Instrument 20071218000568460, Restatement of General Covenants Restrictions and Easements of the Eagle Point Subdivision New Construction as recorded in Instrument 20180222000057130; 1st Amendment to the Restatement of Restrictive Covenants, Restrictions and Easements as recorded in Instrument 20200417000150960 in the Probate Office of Shelby County, Alabama.
8. Right of Way granted to Alabama Power Company by instrument recorded in Volume 273, page 201 and Volume 111, page 408 in the Probate Office of Shelby County, Alabama.
9. Reservation of Easements and Rights of Way as recorded in Real 290, page 842, in the Probate Office of Shelby County, Alabama.
10. Mineral and mining rights and rights incident thereto recorded in Volume 331, page 262, in the Probate Office of Shelby County, Alabama.
11. Grant of Land Easement with Restrictive Covenants granted to Alabama Power Company as recorded in Instrument 20040910000505450, in the Probate Office of Shelby County, Alabama.
12. Notice Regarding Availability of Sanitary Sewer Service with SWWC Utilities as recorded in Instrument 20131204000469380, in the Probate Office of Shelby County, Alabama.

**\$397,425.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.**

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.

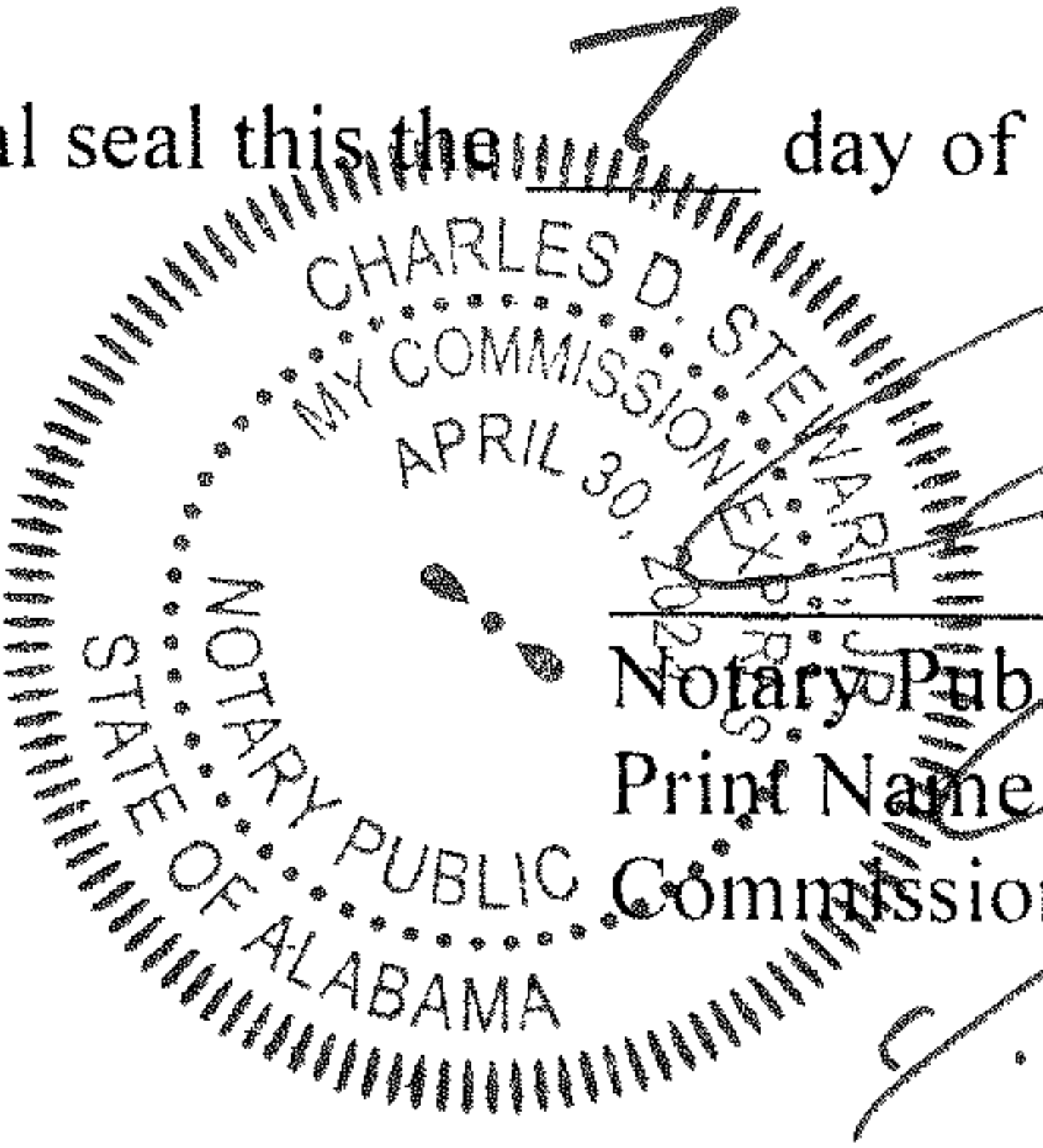
7 IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of December, 2022.

  
DONALD E MCMAHON  
  
KELLYN V MCMAHON

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DONALD E MCMAHON and KELLYN V MCMAHON 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 7 day of December, 2022.

  
Notary Public  
Print Name: Charles D Stewart, Jr.  
Commission Expires: 4.30.24



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/09/2022 11:43:41 AM  
\$157.50 JOANN  
20221209000447120

