20151216000430070 12/16/2015 03:03:42 PM DEEDS 1/3

Send tax notice to:
LESLIE A. JACKSON, JR.

5163 GREYSTONE WAY
HOOVER, AL. 35242

This instrument prepared by: Charles D. Stewart, Jr. Attorney at Law 4898 Valleydale Road, Suite A-2 Birmingham, AL 35242

STATE OF ALABAMA
Shelby COUNTY

2015714

#### WARRANTYDEED

# KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Eight Thousand and 00/100 Dollars (\$508,000.00) the amount which can be verified in the Sales Contract between the two parties to the undersigned, THE TRUST(S) U/W/O ERNEST WILLIAMS, DECEASED, PROBATE CASE NO. 39-248 whose mailing address is: 912 BELGROVE COURT, BIRMINGHAM, AL 35242 (hereinafter referred to as Grantors) in hand paid by LESLIE R. JACKSON, JR. and TYKEE V.JACKSON whose mailing address is: 3715 ALTACREST DRIVE, VESTAVIA, AL 35243 (hereinafter referred to as Grantee), the receipt of which is hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantee, joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 26, ACCORDING TO THE SURVEY OF GREYSTONE, 5TH SECTOR, PHASE I, AS RECORDED IN MAP BOOK 17, PAGE 72 A&B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

### SUBJECT TO:

- 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2015 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2016.
- 2. Public Easements as shown by recorded Plat.
- Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 60, Page 260; Deed Book 121, Page 294 and Deed Book 51, Page 544, in Probate Office.
- 4. Underground transmission granted to Alabama Power Company as shown by instrument recorded in Deed Book 305, Page 637 and covenants recorded as Instrument #1994-1180.
- Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereinafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 17, page 72, A, B & C, in the Probate Office.
- Amended and Restated Restricted Covenants as set out in instrument recorded in Real 265, Page 96.
- 7. Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in instrument recorded in Deed Book 301, Page 799.
- 8. Covenants and Agreement for Water Services as set out in instrument recorded in Real 235, Page 574 and amended in agreement recorded as Instrument #1993-20840 and Instrument #1992-20786.
- Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, Page 274; and 1st amended by Real 317, Page 253; and 2nd amended as Instrument #1993-3124; Instrument #1999-8816; Instrument #20030909000604410 and Instrument #20060717000343420.
- 10. Greystone Residential Declaration of Covenants, Conditions, and Restrictions, as set out in instrument recorded in Real 317, page 260; amended by Affidavit recorded in Real 319, Page 235, and by First

Amendment to Restrictions as recorded in Real 346, Page 942; Second Amendment to Restrictions recorded in Real 378, Page 904; Third Amendment recorded in Real 397, Page 958; Fourth Amendment recorded as Instrument # 1992-7890; Fifth Amendment recorded as Instrument #1993-3123; Sixth Amendment recorded as Instrument #1993-10163; Seventh Amendment recorded as Instrument #1993-16982; Eight Amendment recorded as Instrument #1993-20968; Ninth Amendment recorded as Instrument #1993-32840: Tenth Amendment recorded as Instrument #1994-23329; Eleventh Amendment recorded as Instrument #1995-08111; Twelfth Amendment recorded as Instrument #1995-24267; Thirteenth Amendment recorded as Instrument #1995-34231; Fourteenth Amendment recorded as Instrument #1996-19860; Fifteenth Amended recorded as Instrument #1996-37514; Sixteenth Amendment as recorded in Instrument #1996-39737; Seventeenth Amendment as recorded in Instrument #1997-02534: Eighteenth Amendment as recorded in Instrument #1997-17533: Nineteenth Amendment as recorded in Instrument #1997-30081; Twentieth Amendment as recorded in Instrument #1997-38614; Twenty-First Amendment as recorded in Instrument #1999-03331; Twenty-Second Amendment as recorded in Instrument #1999-06309; Twenty-Third Amendment as recorded in Instrument #1999-47817; Twenty-Fourth Amendment as recorded in Instrument #20020717000334280; Twenty Fifth Amendment as recorded in Instrument #200309090006044430; Twenty-Sixth Amendment as recorded in Instrument #20031023000711520; Twenty-Seventh Amendment as recorded in Instrument #20031105000735510; Twenty-Eighth Amendment as recorded in Instrument #20040521000271290; and Twenty Ninth Amendment as recorded in Instrument #2004063000361770 and Map Book 17, Page 72 A, B &C.

- Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as recorded in Real 350, Page 545.
- Declaration of Watershed Protective Covenants as recorded in Instrument #2000-17644 and Instrument #2002-47637.
- 13. Easement Agreement as recorded in Instrument #20040102000001570.
- 14. Deed and Assignment of Rights as recorded in Instrument #20040123000039510
- Agreement regarding Sanitary Sewer with SWWC Utilities, Inc. as recorded in Instrument #20131204000469370
- Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced in dced(s) recorded as Instrument #200307290200486400 (Lot 26 only)

\$406,400.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantce, his/her heirs, executors, administrators and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, his/her heirs, executors, administrators 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 Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor, THE TRUST(S) U/W/O ERNEST WILLIAMS, DECEASED, SHELBY COUNTY, ALABAMA, PROBATE CASE NO. 39-248 by DALE WILLIAMS AND DOYCE WILLIAMS its TRUSTEES, who are authorized to execute this conveyance, have hereunto set its signature and seal on this the 25th day of November, 2015.

#### 20151216000430070 12/16/2015 03:03:42 PM DEEDS 3/3

THE TRUST(S) U/W/O ERNEST WILLIAMS, DECEASED, SHELBY COUNTY, ALABAMA PROBATE CASE NO. 39-248

BY: DALE WILLIAMS, TRUSTEE

BY: DOYCHWILLAMS, TRUSTEE

## STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DALE WILLIAMS, whose name as Trustee of the Trust(s) U/W/O Ernest Williams, Deceased, Shelby County, Alabama, Probate Case No. 39-248 is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he, in his capacity as said Trustee of Trust(s) U/W/O Ernest Williams, Deceased, Shelby County, Alabama, Probate Case No. 39-248, and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this the 25th day of November, 2015.

Commussion Expires:

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## STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DOYCE WILLIAMS, whose name as Trustee of the Trust(s) U/W/O Ernest Williams, Deceased, Shelby County, Alabama, Probate Case No. 39-248 is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he, in his capacity as said Trustee of Trust(s) U/W/O Ernest Williams, Deceased, Shelby County, Alabama, Probate Case No. 39-248, and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this the day of day of Siled and Recorded Official Public Records 2015.

THANKS

Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/16/2015 03:03:42 PM

S122.00 CHERRY

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