

Send tax notice to:  
JOHN ROBERT DOUGLAS, III  
465 NORTH LAKE ROAD  
BIRMINGHAM, AL 35243

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

2016766

**20170125000030060**  
**01/25/2017 12:53:09 PM**  
**DEEDS 1/2**

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Sixty-One Thousand and 00/100 Dollars (\$261,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, CARLO A. SIMONE, AN UNMARRIED MAN **whose mailing address** is: 9846 Cobblestone Creek Dr, Boynton Beach FL 33472 (hereinafter referred to as "Grantors") by JOHN ROBERT DOUGLAS, III **whose property address** is: 465 NORTH LAKE ROAD, BIRMINGHAM, AL, 35243 (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, the following described real estate situated in Shelby County, Alabama, to-wit:

**Lot 26, according to the Final Plat of Subdivision, North Lake at Greystone, Phase 3, as recorded in Map Book 23, Page 3, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.**

SUBJECT TO:

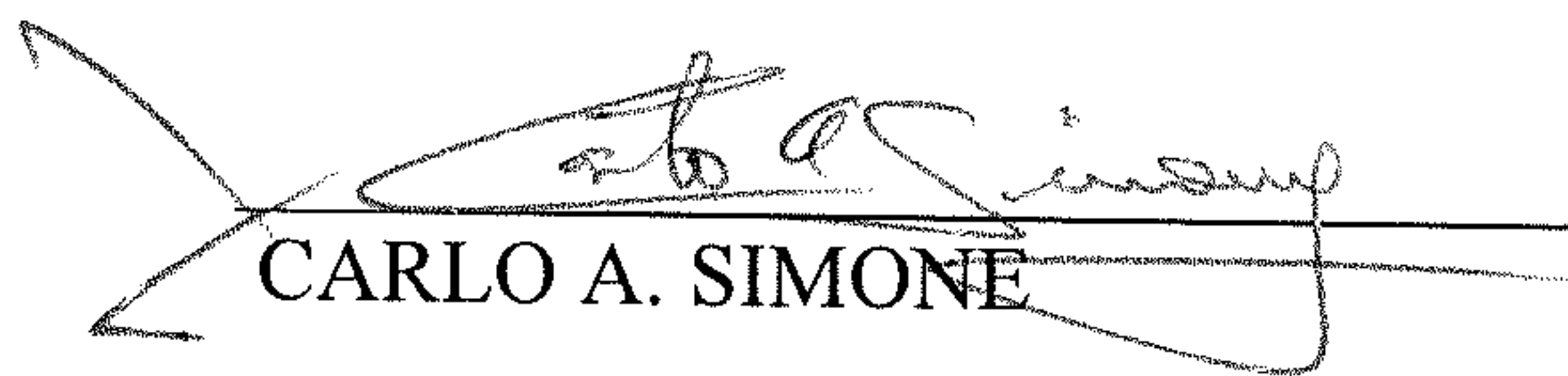
1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2016 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2017.
2. Restrictions, public utility easements, and building setback lines, including a 7.5-foot easement on the Southwesterly side of lot, as shown on recorded map and survey of North Lake at Greystone, Phase 3 recorded in Map Book 23, page 3, in the Office of the Judge of Probate 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 but not limited to those as set forth in documents recorded in Deed Book 121, page 294; Deed Book 57, page 584; and Deed Book 60, page 260.
4. Reciprocal use agreement recorded in Instrument #1999-24249.
5. Articles of Incorporation of Greystone Farms North Owner's Association, Inc., as recorded in Instrument #1996-00199, amended in Instrument #1997-08840.
6. Amended and Restated Restrictive Covenants as recorded in Real 265, page 96 and in Real 265, page 109.
7. Shelby Cable Agreement as recorded in Real Volume 250, page 545.
8. Covenants and agreements for water service as recorded in Real 235, page 574; modified in Instrument #1992-20786 and further modified in Instrument #1993-20840.
9. Development Agreement, including restrictions, conditions and covenants between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc., and United States Fidelity and Guaranty Company as recorded in Instrument #1994-22318; amended in Instrument #1996-0530 and further amended in Instrument #1998-16170.
10. Greystone Farms North Reciprocal Easement Agreement recorded in Instrument #1996/17497.

11. Declaration of Covenants, Conditions and Restrictions as to Greystone Farms North as recorded in Instrument #1996-17498 and amended in Instrument #1998-10063.
12. Easement Agreement by and between Greystone Farms North, LLC, Equine Partners, LLC, North Lake Greystone Owner's Association, Inc., and Greystone Cove, LLC, as recorded in Instrument #1998-18416.
13. Restrictions as recorded in Instrument #1998-18593.
14. Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions as recorded in Instrument #1995-16403.
15. Declaration of Covenants, Conditions and Restrictions as recorded in Instrument #1995-16401; 1st Amendment in Instrument #1996-01432; 2nd Amendment in Instrument #1996-21440; 3rd Amendment in Instrument #1997-02487; 4th Amendment recorded in Instrument #1998-10062; and 5th Amendment recorded in Instrument #1996-30335.
16. Rights of others in and to the use of Hugh Daniel Drive as recorded in Deed Book 301, page 799.
17. Right of way to Birmingham Water Works as recorded in Instrument #1995-11637.
18. Easement to BellSouth Telecommunications as recorded in Instrument #1994-7422.
19. Release of damages as set out in Instrument #1998-32245.in Real 265, page 109.

\$261,000.00 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.

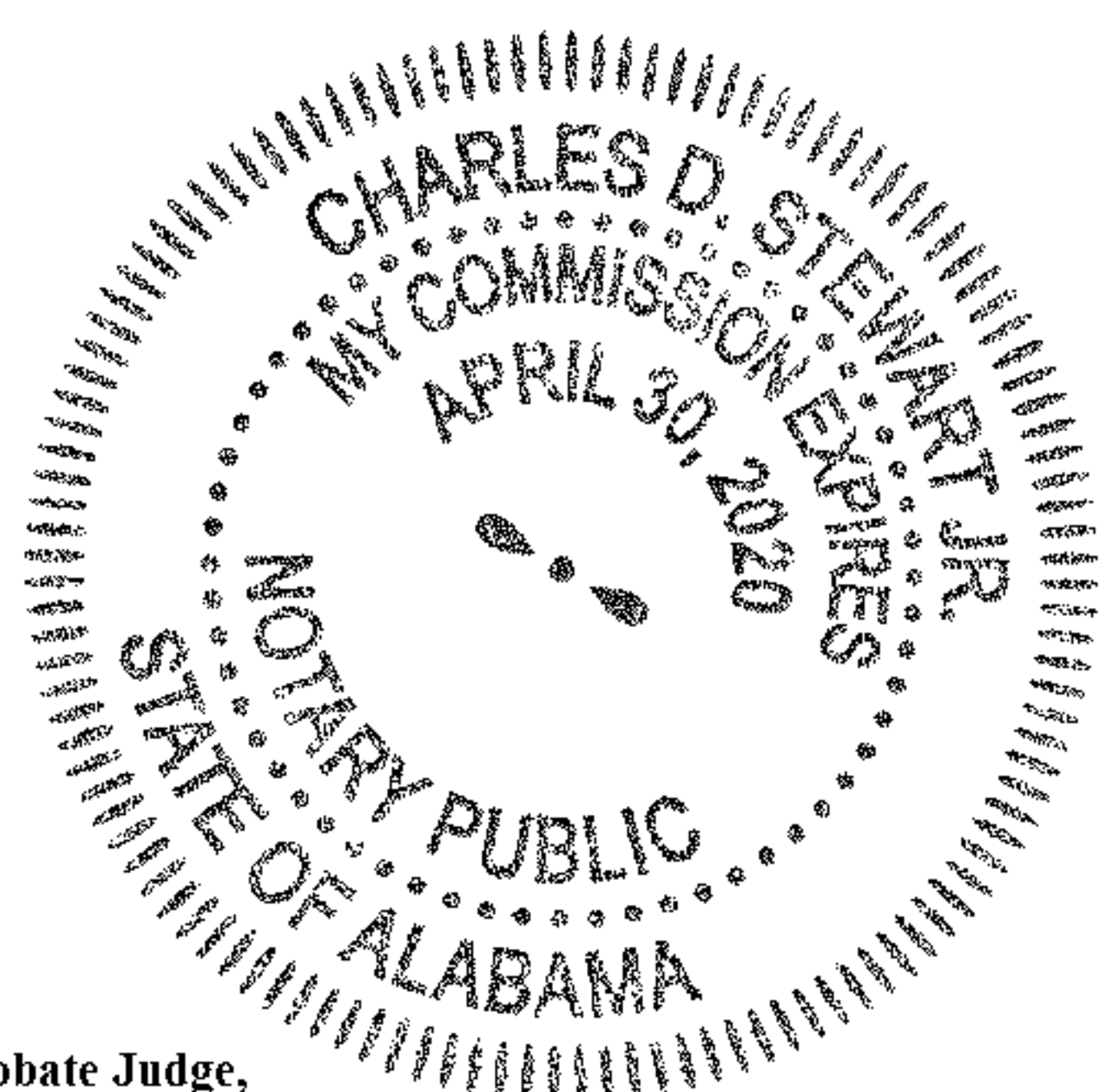
IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 20th day of January, 2017.

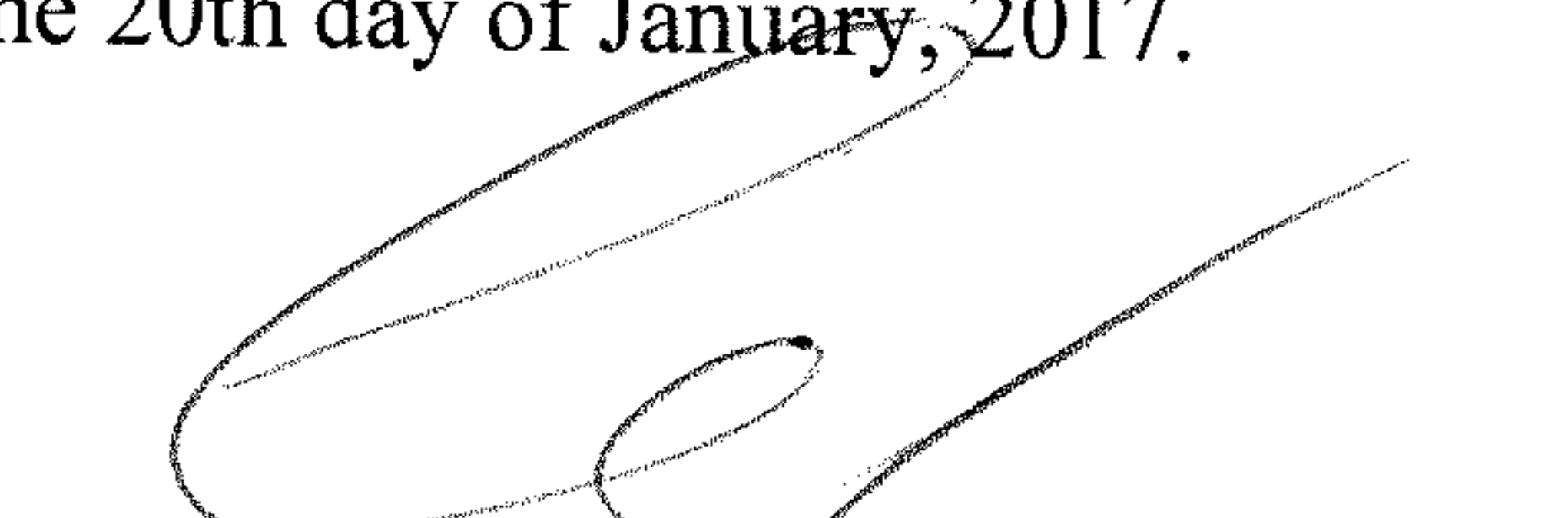

  
CARLO A. SIMONE

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CARLO A. SIMONE 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 20th day of January, 2017.



  
Notary Public  
Print Name:  
Commission Expires:  




Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/25/2017 12:53:09 PM  
\$19.00 CHERRY  
20170125000030060

