

20180605000196740  
06/05/2018 09:58:49 AM  
DEEDS 1/4

Send tax notice to:  
JOHN D. MAY  
4006 HIGH COURT ROAD  
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

2018270

SHELBY COUNTY

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Six Hundred Ten Thousand and 00/100 Dollars (\$610,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **MICHAEL K. MORGUS and CYNTHIA M. MORGUS**, husband and wife, whose mailing address is: 1084 W. OAKLAND AVENUE, JOHNSON CITY, TN 37604 (hereinafter referred to as "Grantors") by **JOHN D. MAY and NICOLE D. MAY** whose property address is: 4006 HIGH COURT ROAD, 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 5, according to the Survey of Greystone, 4th Sector, Phase II, as recorded in Map Book 22, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama. Together with the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11/06/1990, and recorded in Real 317, Page 260, in the Probate Office of Shelby County, Alabama, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2017 which constitutes a lien but are not yet due and payable until October 1, 2018.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
3. Restrictions, conditions mineral and mining rights, easements, set back lines and release of damages as set forth in deed recorded in Instrument 1997-14825.
4. A 10 foot easement on rear as shown by record plat.
5. Restrictions as set forth by record plat.
6. Right of way to Alabama Power Company recorded in Volume 109, page 505, Volume 112 Page 517, Volume 305 Page 637 and Real 333 Page 138, in the Probate Office of Shelby County. Alabama.
7. Restrictions appearing of record in Real 317 page 260; Real 265 page 96; Real 350, Page 425 and First Amendment recorded in Real 346 Page 9412, Second Amendment recorded in Real 378 Page 904, in the Probate Office of Shelby County, Alabama.
8. Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in Deed Book 301, page 799, in the Probate Office of Shelby County, Alabama.

Amendment recorded in Real 378 Page 904, in the Probate Office of Shelby County, Alabama.

9. Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in Deed Book 301, page 799, in the Probate Office of Shelby County, Alabama.
10. Covenants and Agreements for Water Services recorded in Real 235 Page 574, in the Probate Office of Shelby County, Alabama.
11. Reciprocal Easement Agreement pertaining to access and roadway easements recorded in Real 312 Page 274 and amended by Real 317 page 253 in the Probate Office of Shelby County, Alabama.
12. 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 Volume 4 Page 486, Volume 121, Page 294 and Volume 60 page 260 in the Probate Office of Shelby County, Alabama.
13. Release of Damages as recorded in Real Volume 317 page 260, in the probate Office of Shelby County Alabama.
14. Restrictions, Reservations and Easements. appearing of record in Real 325 Page 120, in the Probate Office of Shelby County, Alabama.
15. Restrictions, setback lines, mining and mineral rights and release of damages recorded in Instrument 1997-12525, in the Probate Office of Shelby County, Alabama.
16. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317 page 260, amended by Real 319 Page 235 and by First Amendment to Restrictions, recorded in Real 346 Page 942; Second Amendment recorded in Real 378, Page 904; Third Amendment recorded in Real 397 page 958; Fourth Amendment recorded in Instrument 1 992-17890; Fifth Amendment recorded in Instrument 1993-3123; Sixth Amendment recorded in Instrument 1993-10163; Seventh Amendment recorded in Instrument 1993-16982; Eighth Amendment recorded in Instrument 1993-20968; Ninth Amendment recorded in Instrument 1993-32840; Tenth Amendment recorded in Instrument 1994-23329; Eleventh Amend recorded in Instrument 1995-08111; Twelfth Amendment recorded in Instrument 1995-24267; Thirteenth Amendment recorded in instrument 1995-34231; Fourteenth amendment recorded in instrument No. 1996-19860; Fifteenth Amendment recorded in Instrument No. 1996-37514; Sixteenth Amendment recorded in Instrument No. 1996-39737; Seventeenth Amendment recorded in Instrument No. 1997-02534; Eighteenth Amendment recorded in Instrument 1997-17533; Nineteenth Amendment recorded in Instrument 1997-30081 in the Probate Office of Shelby County, Alabama.
17. Easement agreement as recorded in Instrument 2004-81570.
18. Notice regarding availability of Sanitary Sewer Service as recorded in Instrument 2013-469370.

\$413,000.00 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.

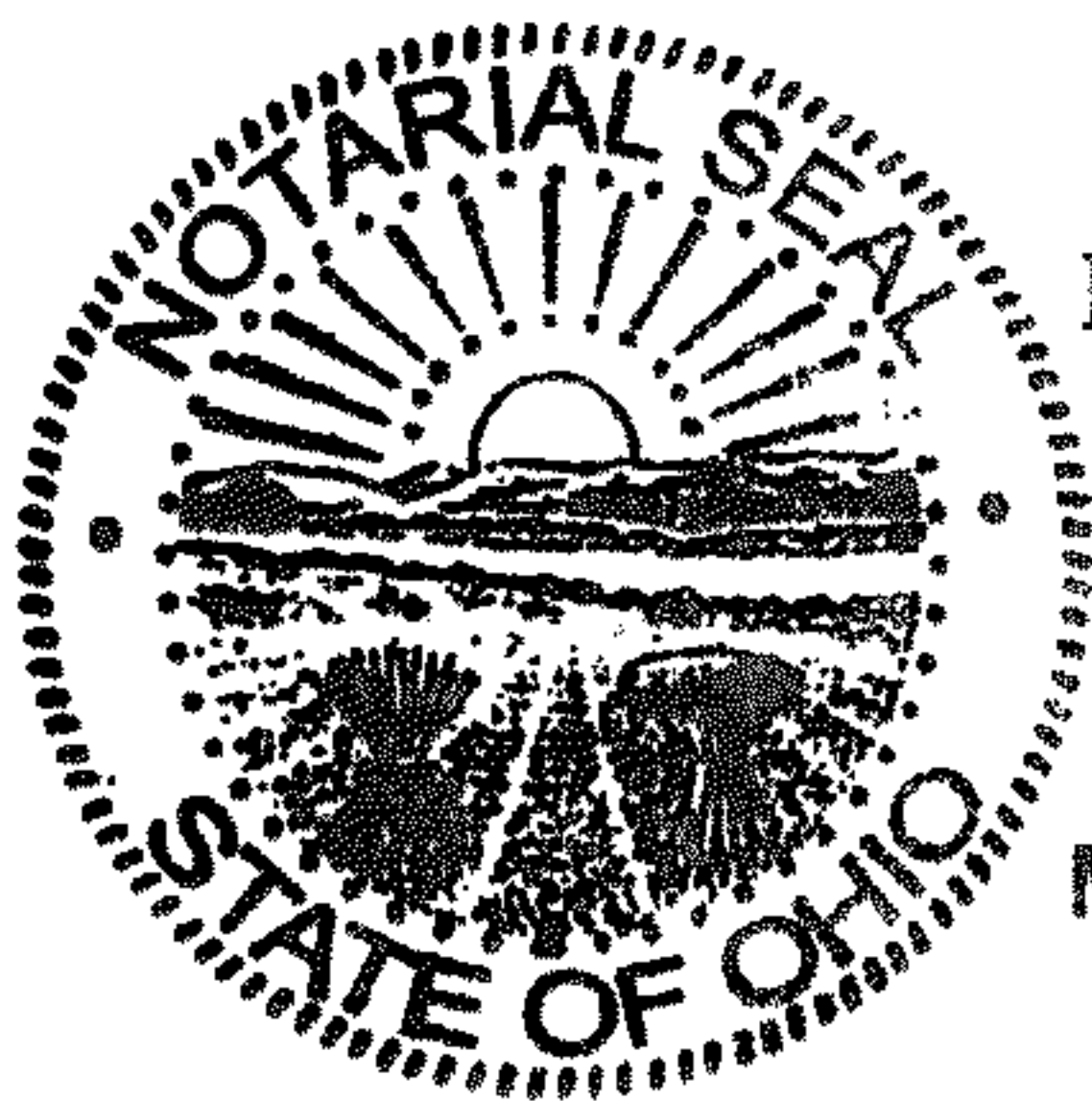
IN WITNESS WHEREOF, said Grantor, has hereunto set her hand and seal this  
the 30<sup>th</sup> day of May, 2018

  
CYNTHIA M. MORGUS

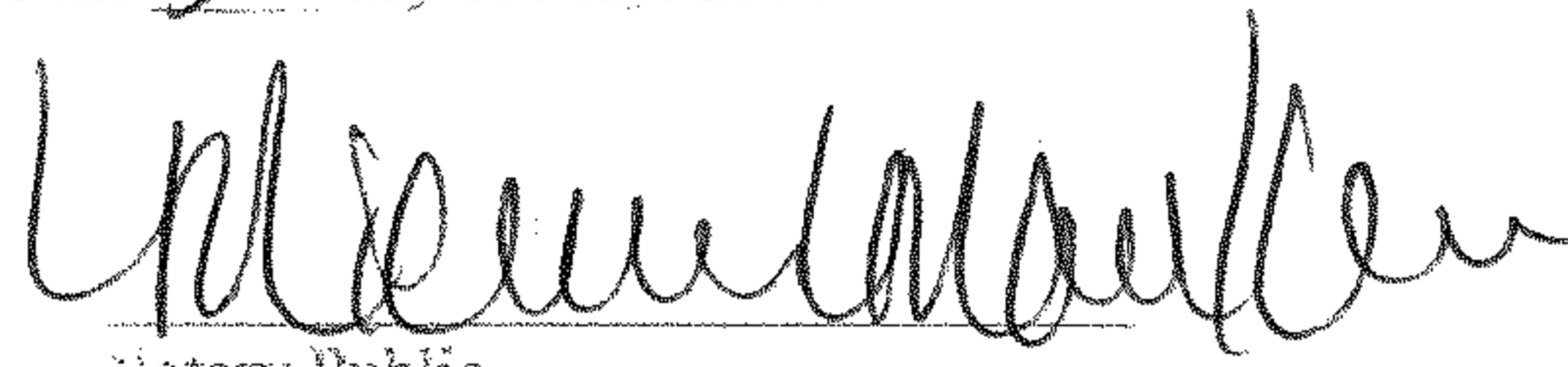
STATE OF OHIO  
COUNTY OF Summit

I, the undersigned, a Notary Public in and for said County, in said State, hereby  
certify that CYNTHIA M. MORGUS whose name 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, she executed the same voluntarily on the day the same  
bears date

Given under my hand and official seal this the 30 day of May, 2018.



MICHELLE MARIE KEEN  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Summit County  
My Comm. Exp. 2/11/2023

  
Notary Public  
Print Name: Michelle Marie Keen  
Commission Expires: 2-11-2023

IN WITNESS WHEREOF, said Grantor, have hereunto set his hand and seal this the 30<sup>th</sup> day of May, 2018.

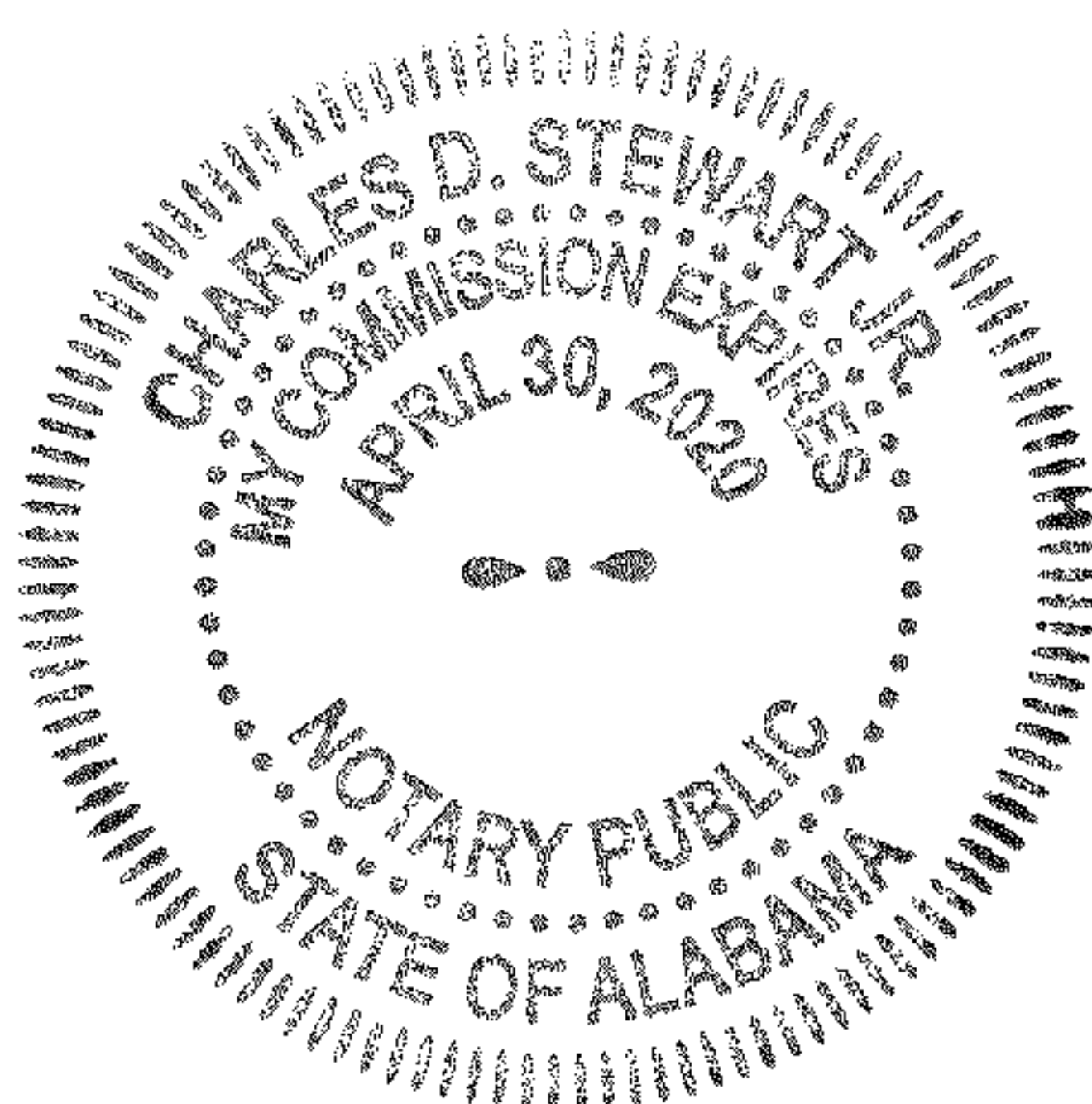


MICHAEL K. MORGUS

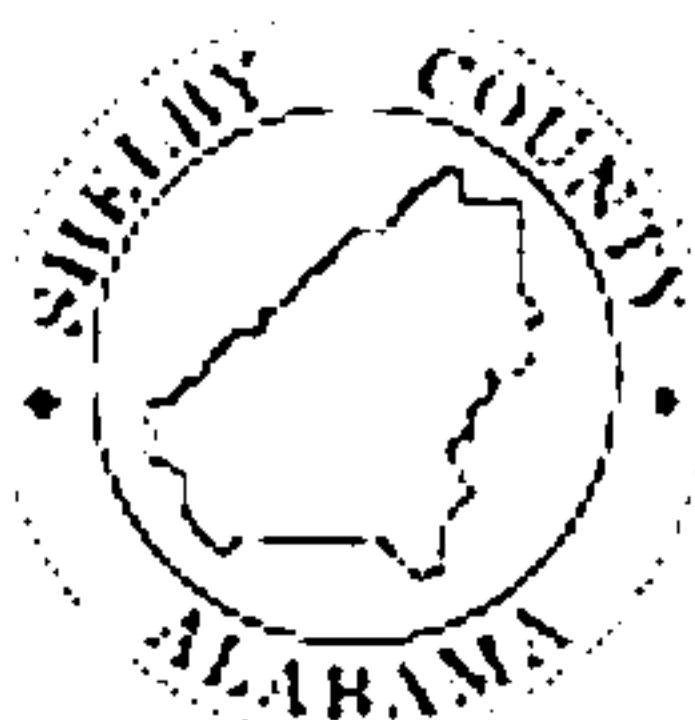
STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL K. MORGUS whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30<sup>th</sup> day of May, 2018.



Notary Public  
Print Name: Charles D. Stewart, Jr.  
Commission Expires: 4/30/20



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/05/2018 09:58:49 AM  
\$221.00 CHARITY  
20180605000196740

