

SEND TAX NOTICE TO:  
James R. Palmer, Jr and Dana D. Palmer  
5005 Shandwick Circle  
Hoover, Alabama 35242

This instrument was prepared by:  
Shannon E. Price, Esq.  
Kudulis, Reisinger & Price, LLC  
P. O. Box 653  
Birmingham, AL 35201

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA**

**KNOW ALL MEN BY THESE PRESENTS:**

**SHELBY COUNTY**

That in consideration of **Five Hundred Seventy Nine Thousand dollars & no cents (\$579,000.00)**

To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,

John D. Porter and Claudia K. Porter, husband and wife

(herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto

**James R. Palmer, Jr and Dana D Palmer**

(herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

LOT 79 ACCORDING TO THE SURVEY OF GREYSTONE, 1ST SECTOR, PHASE II, AS RECORDED IN MAP BOOK 15, PAGE 58, 59, 60 & 61 IN THE PROBATE OFFICE 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 NOVEMBER 6, 1990 AND RECORDED IN REAL VOLUME 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).

\$463,200.00 of the purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

Subject to:

Taxes for the year 2019 and subsequent years

Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any

Mineral and mining rights, if any.

Building setback lines pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions, as set out in instruments recorded in Real 317, page 260, as amended in Map Book 15, pages 58, 59, 60 and 61 and further amended in Instrument #1992-9418.

Covenants, conditions and restrictions as set forth in document recorded in Real 317, page 260, amended in Real 319, page 235; further amended by 1st Amendment recorded in Real 346, page 942; 2nd Amendment in Real 378, page 904; 3rd Amendment in Real 397, page 958; 4th Amendment in Instrument #1992-17890; 5th Amendment in Instrument #1993-16482; 6th Amendment in Instrument #1993-10163; 7th Amendment in Instrument #1993-16482; 8th Amendment in Instrument #1993-20968; 9th Amendment in Instrument #1993-32840 and Map Book 15, page 58, 59, 60 and 61, further amended in Instrument #1992-9418 and Real 265, page 96, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin.

Transmission line permits to Alabama Power Company as recorded in Deed Book 109, page 505; Deed Book 112, page 517; Deed Book 186, page 223; Deed Book 239, page 214 and Real 333, page 201.

Rights of others to use of Hugh Daniel Drive and Greystone Drive as recorded in Deed Book 301, page 799.

Covenant and Agreement for Water Services, as set out in instrument recorded in Real 235, page 574 and amended by agreement as set out in Instrument #1993-20840.

Easement to Alabama Power Company recorded in Real 333, page 138.

Reciprocal Easement Agreement pertaining to access and roadway easements, recorded in Real 312, page 274 ad 1st Amendment by Real 317, page 253.

Agreement between Daniel Oak Mountain LP, and Shelby Cable, Inc., recorded in Real 350, page 545.

Release of damages set out in Declaration of Covenants, Conditions and Restrictions in Real 317, page 260; and as amended in Deed from Daniel Oak Mountain Limited Partnership recorded in Instrument #1992-9418.

Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formation, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, recorded in Map Book 15, pages 58-61.

Restrictions appearing of record in Real Volume 387, page 983.

Release of Damages recorded in Real Volume 387, page 983.

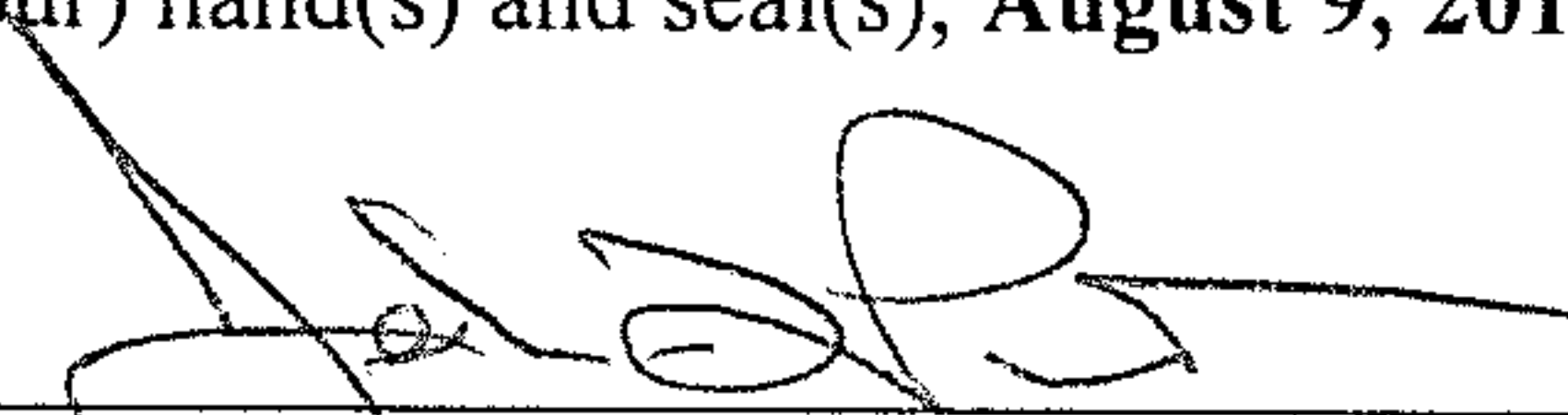
Articles of Incorporation of Greystone Residential Association, Inc., recorded in Volume 42, page 835.

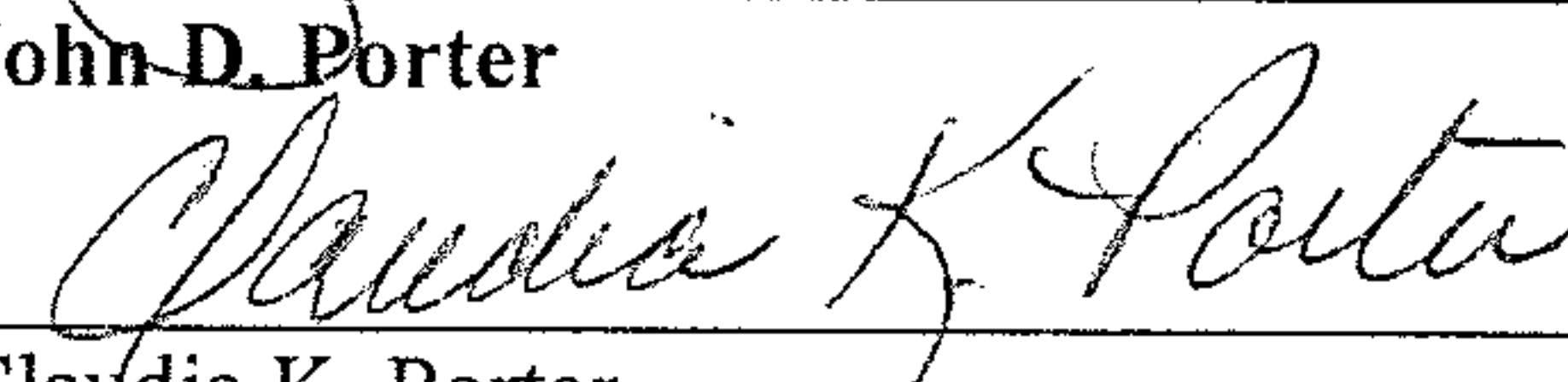
10' easement along rear lot line and location of improvements as depicted on that survey by David B. Entrekin, Reg. L.S. #30345 prepared 7/19/2019.

**TO HAVE AND TO HOLD** Unto the said **GRANTEES** as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEES**, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said **GRANTEES**, their heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), August 9, 2019.

  
\_\_\_\_\_  
John D. Porter (Seal)

  
\_\_\_\_\_  
Claudia K. Porter (Seal)

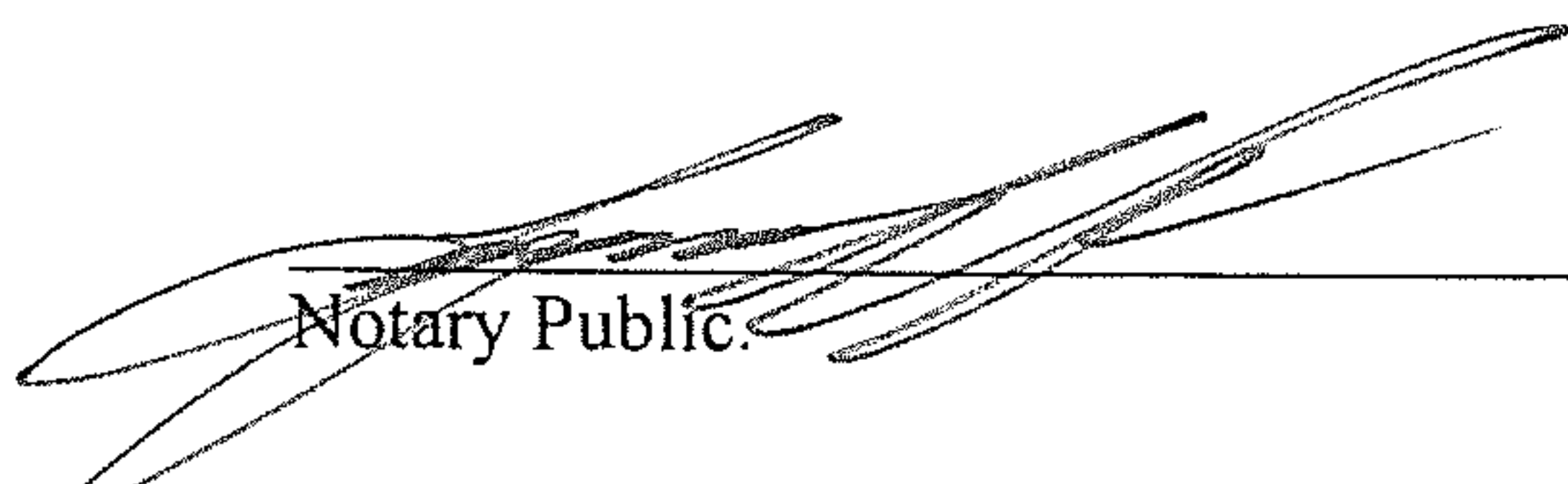
STATE OF ALABAMA

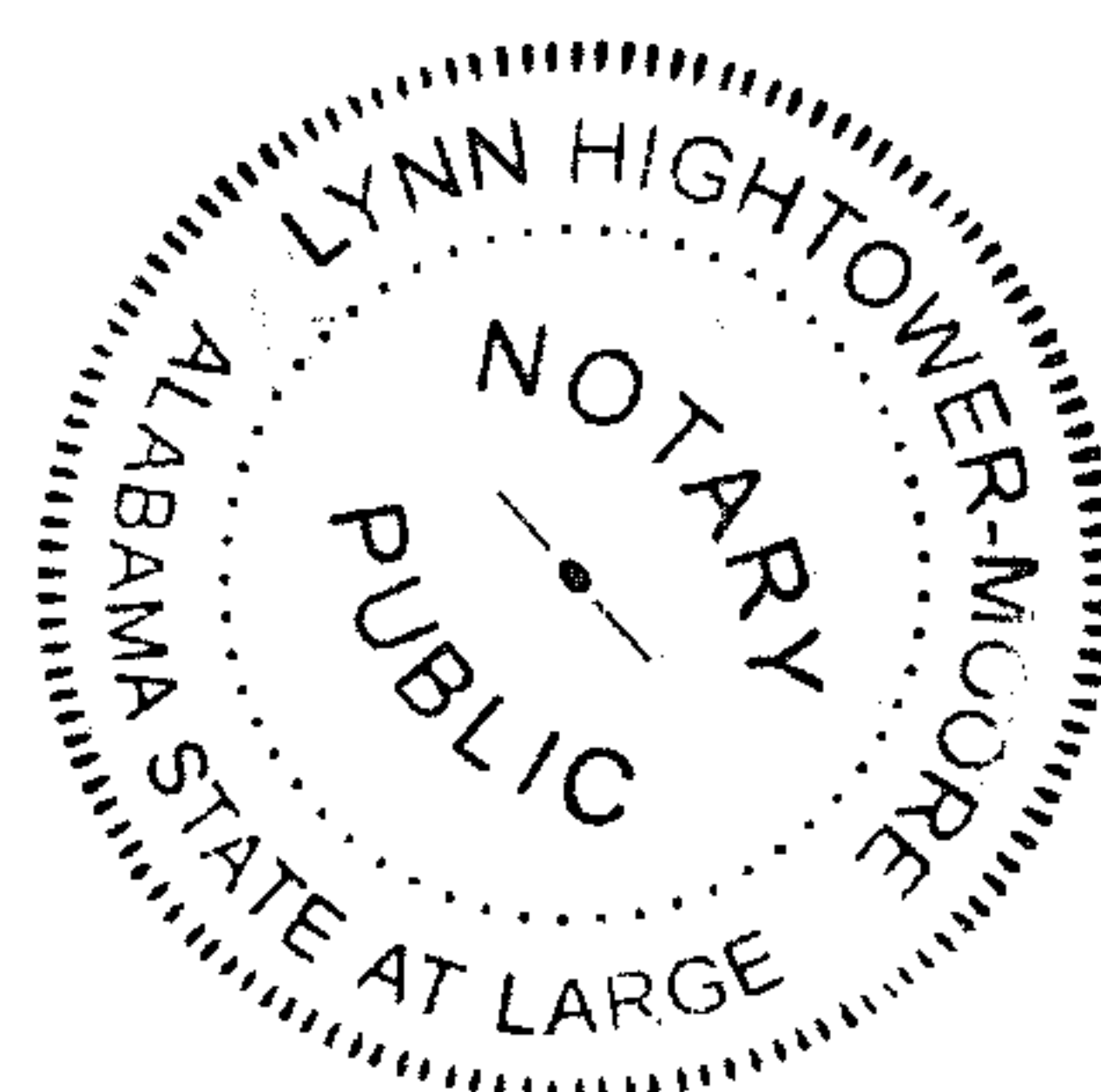
General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **John D. Porter and Claudia K. Porter, husband and wife**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of August, 2019

  
\_\_\_\_\_  
Notary Public.  
(Seal)  
My Commission Expires: 1-4-22



Real Estate Sales Validation Form

This Document must be filled in accordance with Code of Alabama 1975, Section 40- 22-1 (h)

Grantor's Name John D. Porter and Claudia K. Porter Grantee's Name James R. Palmer, Jr and Dana D Palmer

Mailing Address 3505 Cheshire Drive Birmingham, Alabama 35242 Property Address 5005 Shandwick Circle Birmingham, Alabama 35242

Mailing Address 5005 Shandwick Circle Hoover, Alabama 35242 Date of Sale 08/09/2019 Total Purchase Price \$579,000.00 or Actual Value or Assessor's Market Value

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

Bill of Sale Sales Contract Closing Statement Appraisal Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the proeprty, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraisaer of the assessor's curreny market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibiliy of valuing proeprty for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 8-9-19

Print James R. Palmer, Jr

Unattested

(verified by)

Sign (Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 08/13/2019 12:47:32 PM \$137.00 CATHY 20190813000293100

Allen S. Bayl