

Send tax notice to:
KIMBERLY ANN GARDNER
1704 LAKE HARDWOOD 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

2022535

Shelby COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$825,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **MICHELLE C MILLER and DAVID LYNN MILLER, WIFE AND HUSBAND** whose mailing address is: 693 West Pointe Dr. Arley, AL 35541 (hereinafter referred to as "Grantors") by **KIMBERLY ANN GARDNER and DAVID DICK** whose property address is: **1704 LAKE HARDWOOD 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 64, according to the Survey of The Cove of Greystone Phase II, as recorded in Map Book 29, Page 136 A and B, 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. Easement(s), building line(s) and restriction(s) as shown on recorded map.
3. Declaration of Covenants, Conditions and Restrictions recorded in Inst. No. 1998-38836.
4. Restrictive Covenants and Grant of Land Easement to Alabama Power Company recorded in Inst. No. 2000-11841.
5. Sanitary Sewer Service Agreement with SWWC Utilities, Inc. recorded in Inst. No. 2013-469370.
6. Reciprocal Use Agreement between North Lake and The Cove Homeowners Association, Inc. recorded in Inst. No. 1999-24249.
7. Articles of Incorporation of The Cove of Greystone Homeowners Association, Inc., recorded in Inst. No. 1998-38838.
8. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
9. Riparian rights associated with the Lake under applicable State and/or Federal law.
10. Less and except any part of subject property lying within any Lake right-of-way.

\$475,000.00 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 21 day of October, 2022.

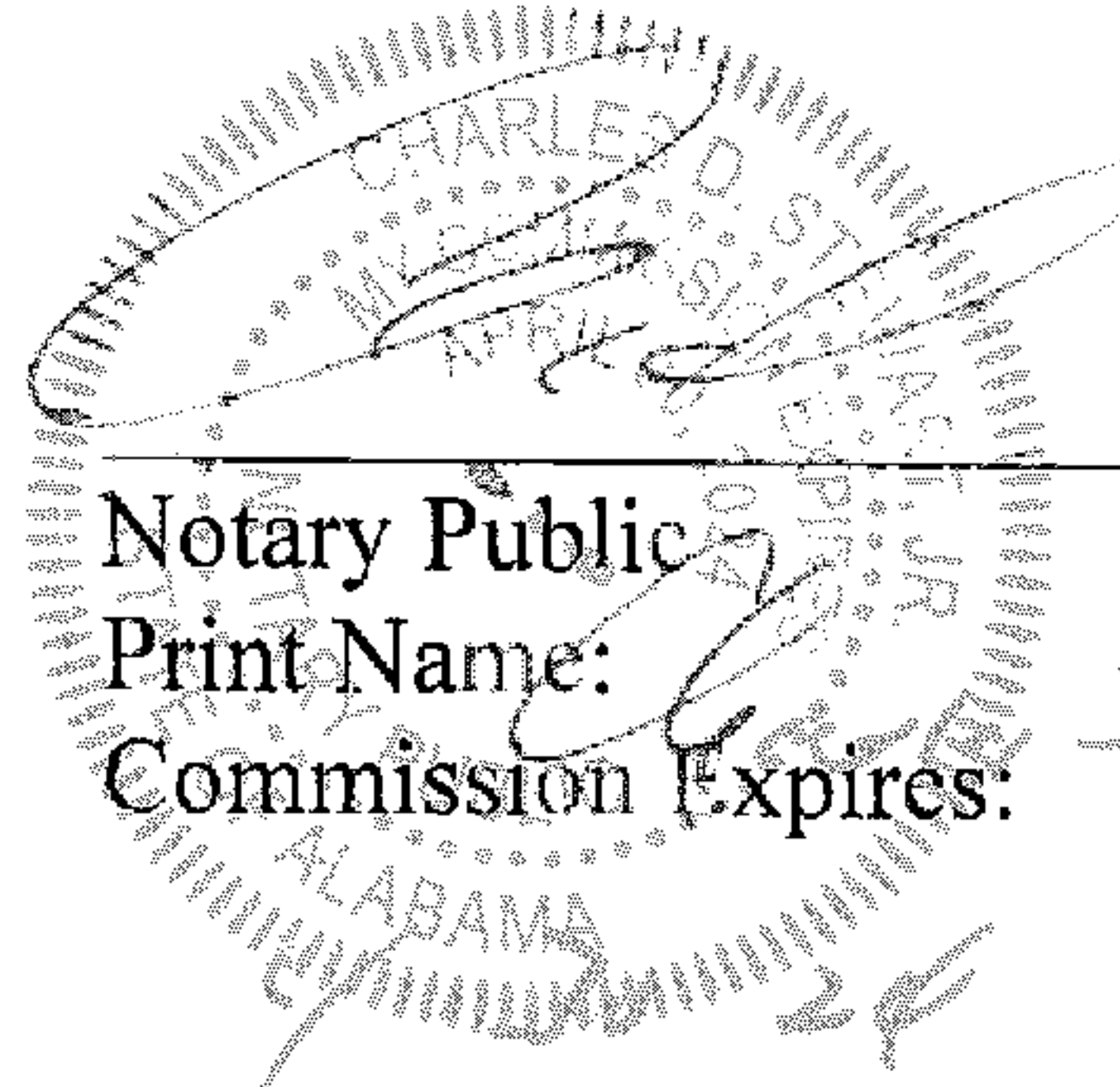

MICHELLE C MILLER

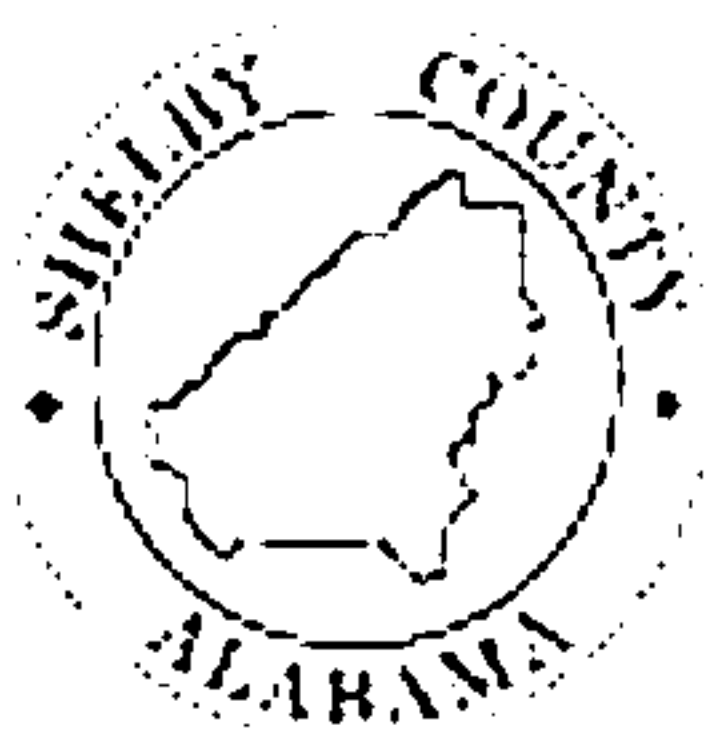

DAVID LYNN MILLER

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHELLE C MILLER and DAVID LYNN MILLER 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 21 day of October, 2022.


Notary Public
Print Name: _____
Commission Expires: _____ 



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/24/2022 12:05:26 PM
\$375.00 JOANN
20221024000398630

