

# Warranty Deed

STATE OF ALABAMA

COUNTY OF SHELBY

JOINTLY FOR LIFE  
WITH REMAINDER TO SURVIVOR

Know all Men by these Presents: That, in consideration of Four Hundred Ninety Three Thousand and 00/100ths Dollars (\$493,000.00) and other good and valuable consideration to them in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **KEVIN E. FRANKLIN AND AMANDA M. FRANKLIN, Husband and Wife** (herein referred to as "Grantors") do by these presents grant, bargain, sell and convey unto **WILLIAM S. SANDERS AND SUZANNE C SANDERS** (herein referred to as "Grantees") for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, the following described real estate situated in Birmingham, Shelby County, Alabama, to-wit:

Lot 83, according to the Survey of Greystone, 1<sup>st</sup> Sector, Phase II, as recorded in Map Book 15, page 58, 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 317, page 260, in the Probate Office of Shelby County, Alabama and all amendments thereto.

This conveyance is subject to subdivision restrictions, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Birmingham, Shelby County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights, and the following:

1. **Building Setback line of 50 feet reserved from the front, 50 feet from the rear, and 15 feet along the sides, and as shown per plat.**
2. **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 4, page 486, and Deed Book 127, page 140, in Probate Office.**
3. **Restrictions, limitations and conditions as set out in Plat Book 15, page 58, in the Probate Office of Shelby County, Alabama.**
4. **Agreement with Alabama Power Company as to underground cables recorded in Deed Book 333, page 138, in Probate Office.**
5. **Restrictions, covenants, and conditions as set out in Real 317, page 260, amended by Real 319, page 235, and further amended by 1st Amendment recorded in Real 346, page 942, 2nd Amendment recorded in Real 378, page 904, 3rd Amendment recorded in Real 397, page 958, 4th Amendment recorded in Inst. No. 1992-17890, 5<sup>th</sup> Amendment recorded in Inst. No. 1993-3123, 6<sup>th</sup> Amendment recorded in Inst. No. 1993-10163, 7<sup>th</sup> Amendment as recorded in Inst. No. 1993-16982, 8<sup>th</sup> Amendment recorded in Inst. No. 1993-20968, 9<sup>th</sup> Amendment recorded in Inst. No. 1993-32840, 10<sup>th</sup> Amendment recorded in Inst. No. 1994-23329, 11<sup>th</sup> Amendment recorded in Inst. No. 1995-8111, 12<sup>th</sup> Amendment recorded in Inst. No. 1995-24267, 13<sup>th</sup> Amendment recorded in Inst. No. 1995-34231, 14<sup>th</sup> Amendment recorded in Inst. No. 1996-19860, 15<sup>th</sup> Amendment recorded in Inst. No. 1996-37514, 16<sup>th</sup> Amendment recorded in Inst. No. 1996-39737, 17<sup>th</sup> Amendment recorded in Inst. No. 1997-2534, 18<sup>th</sup> Amendment recorded in Inst. No. 1997-17533, 19<sup>th</sup> Amendment recorded in Inst. No. 1997-30081, and 20<sup>th</sup> Amendment recorded in Inst. No. 1997-38614, and further amended by Inst. No. 1992-18794, along with restrictions recorded in Inst. No. 1992-19543, in Probate Office, but omitting any covenants or restrictions, if an, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**
6. **Transmission Line Permit(s) granted to Alabama Power Company as shown by instrument(s) 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, in Probate Office.**
7. **Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235, page 574, and amended by agreement as set out as Inst. NO. 1993-20840 and Inst. No. 1992-20786, in Probate Office.**
8. **Rights of others to use of Greystone Drive as described in instrument recorded in Deed Book 301, page 799, in Probate Office.**



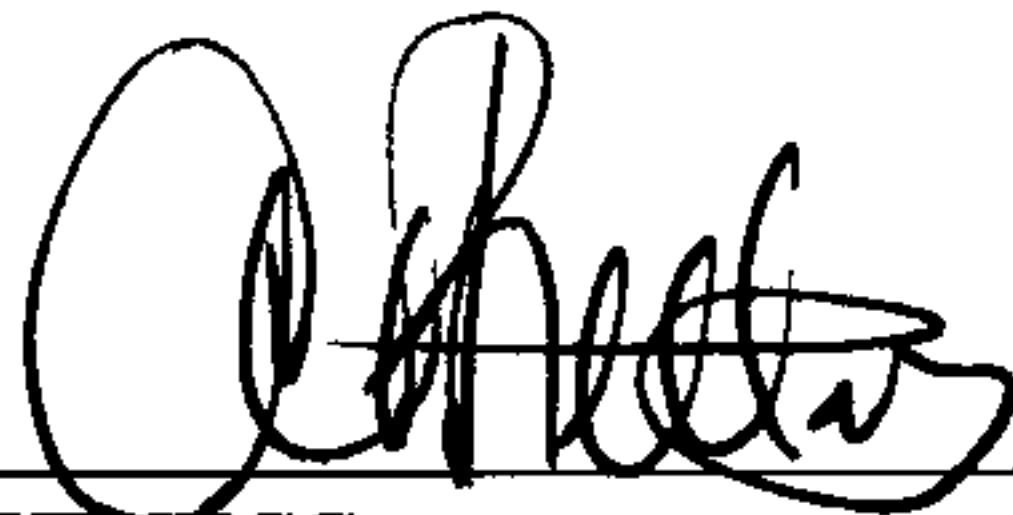
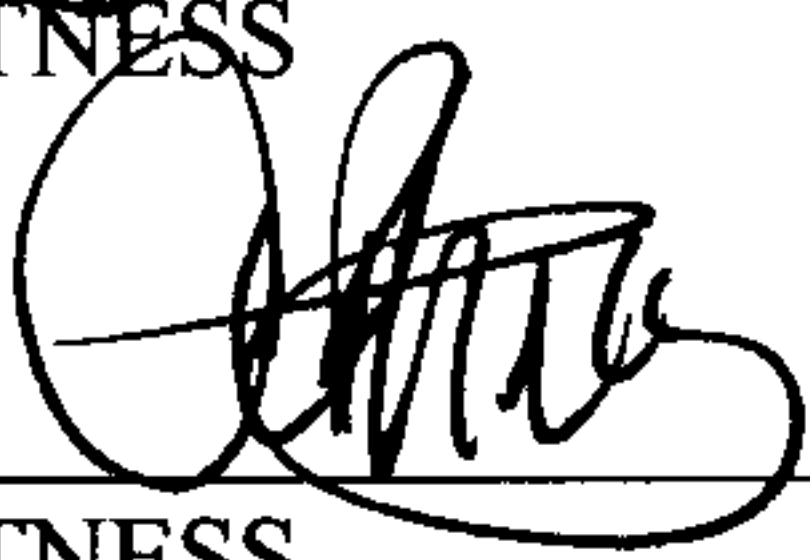
9. Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, page 274 and 1<sup>st</sup> amended by Real 317, page 253 and 2<sup>nd</sup> amended by Inst. No. 1993-3124, in Probate Office.
10. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc., Recorded in Real 350, page 545, in Probate Office.
11. Release of damages as set out in Declaration of Covenants, Conditions and Restrictions, recorded in Real 317, page 260, in the Probate Office.
12. Amended and Restated Restrictions as recorded in Real 265, page 96, in Probate Office.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed recorded Inst. No. 1992-19543, in Probate Office.

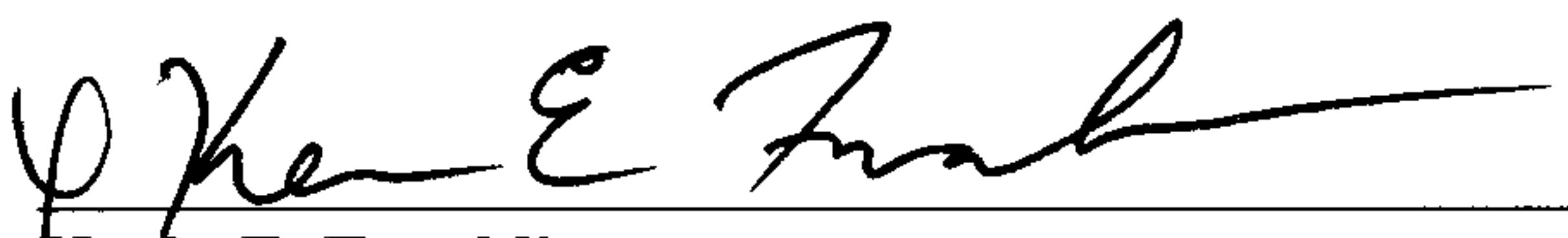
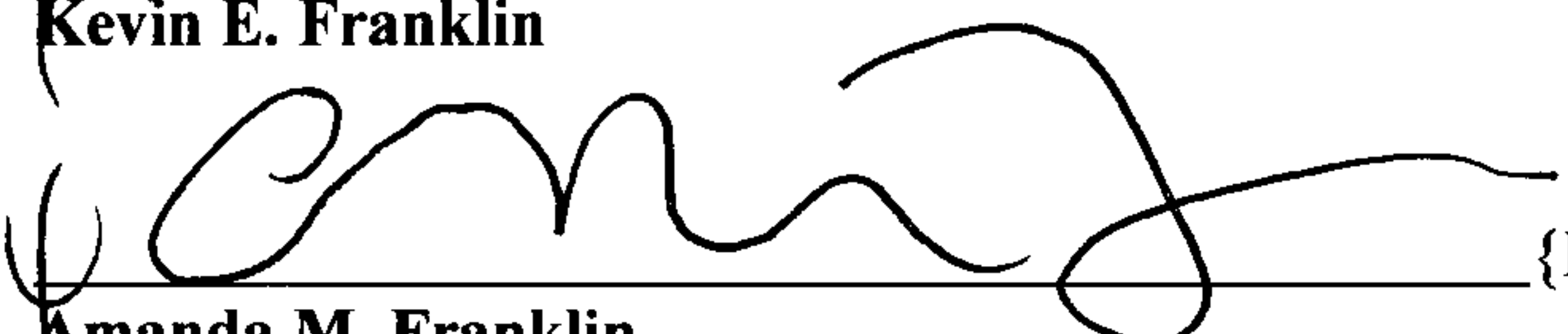
\$ 236,000.00 of the consideration herein was derived from a mortgage loan closed simultaneously herewith.

To Have and To Hold the aforegranted premises to the said Grantees for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And the said Grantors do, for themselves, their heirs and assigns, covenant with said Grantees, their heirs and assigns, that they are lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their heirs and assigns shall Warrant and Defend the premises to the said Grantees, their heirs, personal representatives and assigns forever, against the lawful claims of all persons.

In Witness Whereof, the said Grantors have set their hands and seals this 28th day of June, 2013.

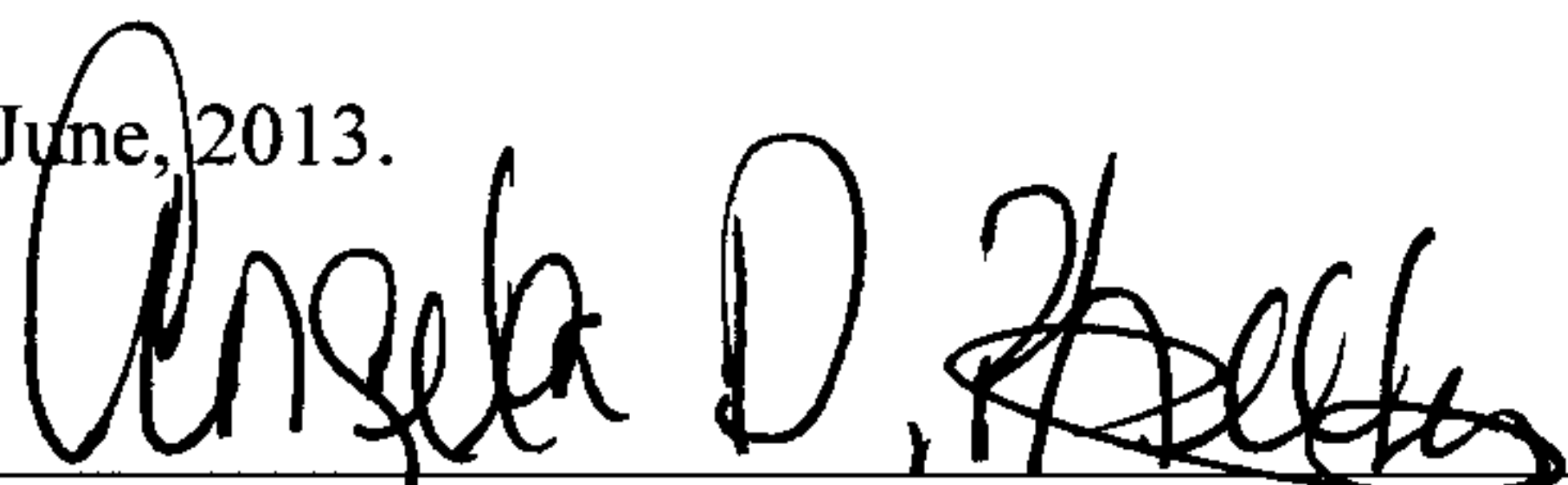
  
 WITNESS  
  
 WITNESS

 {L.S.}  
 Kevin E. Franklin  
 {L.S.}  
 Amanda M. Franklin

STATE OF ALABAMA  
 COUNTY OF SHELBY

I, the undersigned notary public, in and for said county and state, hereby certify that **Kevin E. Franklin** and **Amanda M. Franklin**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 28th day of June, 2013.

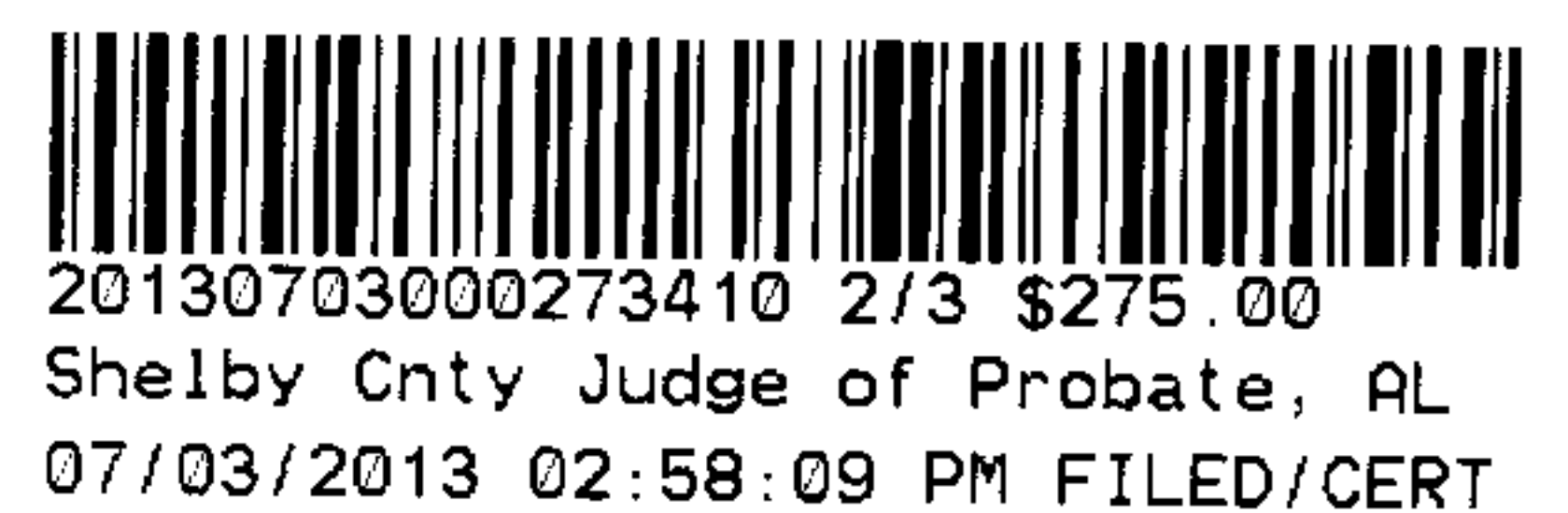
  
 Notary Public Angela D. Phillips  
 My commission expires 01/12/2016

**GRANTEES' MAILING ADDRESS:**

William S. Sanders  
 3672 Shandwick Place  
 Birmingham, AL 35242

**THIS INSTRUMENT PREPARED BY:**

Rodney S. Parker  
 Attorney at Law  
 300 Vestavia Parkway, Suite 2300  
 Birmingham, AL 35216  
 File # 2013-06-3236



20130703000273410 3/3 \$275.00  
Shelby Cnty Judge of Probate, AL  
07/03/2013 02:58:09 PM FILED/CERT

Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Kevin E. Franklin and Amanda M. Franklin  
Sanders  
Mailing Address 3672 Shandwick Place  
Birmingham AL 35242

Grantor's Name William S. Sanders and Suzanne C

Mailing Address 3672 Shandwick Place  
Birmingham, AL 35242

Property Address 3672 Shandwick Place  
Birmingham, AL 35242

Date of Sale 07/02/2013  
Total Purchase Price \$493,000.00  
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 evidenced: (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 - provided 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 of the property was conveyed.

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

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record.

This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value. If not 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 responsibility of valuing property 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 6/28/13

Unattested

Print: Kevin E. Franklin

Sign

(Grantor/Grantee/Owner/Agent) circle one