

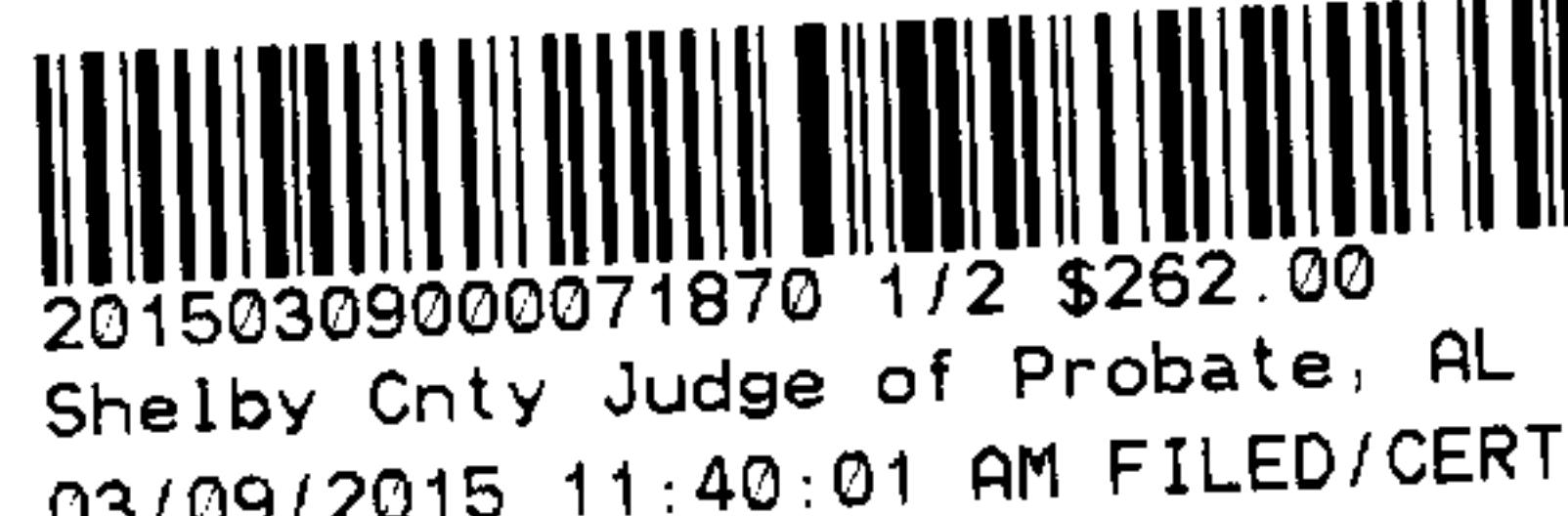
Send tax notice to:  
GENOA R. MCPHATTER  
605 NORTH LAKE CIRCLE  
BIRMINGHAM, AL 35242

This instrument prepared by:  
CHARLES D. STEWART, JR.  
Attorney at Law  
4898 Valleydale Road, Suite A-2  
Birmingham, Alabama 35242

STATE OF ALABAMA  
Shelby COUNTY

2015107

**WARRANTY DEED**



KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Forty-Five Thousand and 00/100 Dollars (\$245,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, VINCENT CASTALDO and NANA G. CASTALDO, HUSBAND AND WIFE **whose mailing address** is:

300 Bradberry Lane Birmingham AL 35242 (hereinafter referred to as "Grantors") by GENOA R. MCPHATTER AND CONDOLEEZZA RICE **whose mailing address** is: 605 NORTH LAKE CIRCLE, 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 40, ACCORDING TO THE FINAL PLAT OF SUBDIVISION, NORTH LAKE AT GREYSTONE, PHASE 4, AS RECORDED IN MAP BOOK 24, PAGE 119, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2014 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2015.
2. BUILDING SETBACK LINE AS SET OUT IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREYSTONE FARMS NORTH AS RECORDED IN INSTRUMENT NO. 1996-17498 AND AMENDED IN INSTRUMENT NO. 1998-10063 AND MAP BOOK 24, PAGE 119.
3. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PROPERTY TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES, IMMUNITIES AND RELEASE OF DAMAGES RELATING THERETO, AS RECORDED IN DEED BOOK 121, PAGE 294; DEED BOOK 57, PAGE 584 AND DEED BOOK 60, PAGE 260 AND ANY DAMAGES RELATING TO THE EXERCISE OF SUCH RIGHTS OR THE EXTRACTION OF SUCH MINERALS.
4. AMENDED IN RESTATED RESTRICTIVE COVENANTS AS SET OUT IN INSTRUMENT(S) RECORDED IN REAL 265, PAGES 96 AND 109.
5. SHELBY CABLE AGREEMENT AS SET OUT IN REAL 350, PAGE 545.
6. COVENANTS AND AGREEMENT FOR WATER SERVICES AS SET OUT IN AGREEMENT RECORDED IN REAL 235, PAGE 574 AND MODIFIED BY AGREEMENT RECORDED IN INSTRUMENT NO. 1992-20786 AND FURTHER MODIFIED BY AGREEMENT RECORDED AS INSTRUMENT NO. 1993-20840.
7. DEVELOPMENT AGREEMENT INCLUDING RESTRICTITONS AND COVENANTS AS SET OUT IN INSTRUMENT BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, GREYSTONE RESIDENTIAL ASSOCIATION, INC., GREYSTONE RIDGE, INC., AND UNITED STATED FIDELITY AND GUARANTY COMPANY AS INSTRUMENT NO. 1994-22318; WITH 1<sup>ST</sup> AMENDMENT RECORDED IN INSTRUMENT NO. 1996-530 AND 2<sup>ND</sup> AMENDMENT RECORDED IN INSTRUMENT NO. 1998-16170.
8. GREYSTONE FARMS NORTH RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT NO. 1996-17497.



2015030900071870 2/2 \$262.00  
Shelby Cnty Judge of Probate, AL  
03/09/2015 11:40:01 AM FILED/CERT

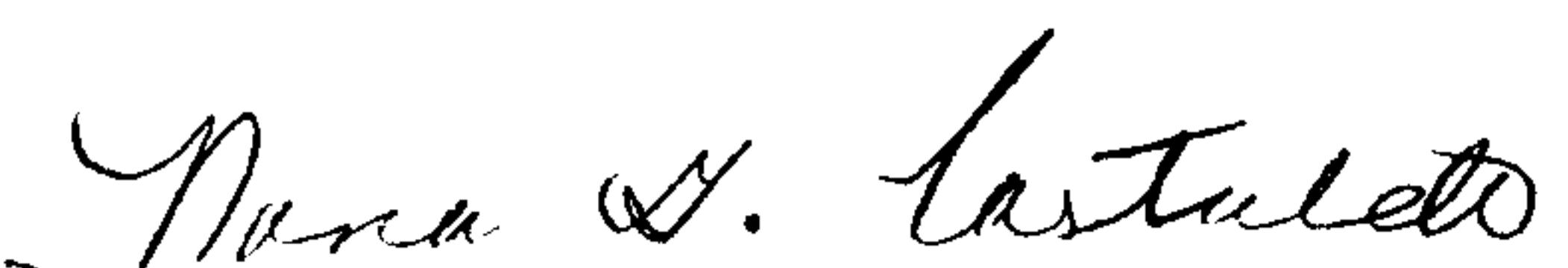
9. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS TO GREYSTONE FARMS NORTH RECORDED AS INSTRUMENT NO. 1996-17498.
10. EASEMENT AGREEMENT BY AND BETWEEN GREYSTONE FARMS NORTH, LLC., EQUINE PARTNERS, LLC., NORTH LAKE AT GREYSTONE OWNERS ASSOCIATION, INC. AND GREYSTONE COVE, LLC., AS SET OUT IN INSTRUMENT NO. 1998-18416.
11. RECIPROCAL USE AGREEMENT BY AND BETWEEN NORTH LAKE AT GREYSTONE OWNER'S ASSOCIATION, INC. AND THE COTTAGES OF GREYSTONE HOME OWNERS ASSOCIATION, INC., AS SET OUT IN THE INSTRUMENT NO. 1999-24249.
12. RELEASE OF DAMAGES, RESTRICTIONS, MODIFICATIONS, COVENANTS, CONDITIONS, RIGHTS PRIVILEGES AND IMMUNITIES AS APPLICABLE, AS SET OUT IN AND AS REFERENCED IN DEED(S) RECORDED IN INSTRUMENT NO. 1999-41304.
13. COVENANTS RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING FROM SINKHOLES, LIMESTONE FORMATIONS, 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 AS SHOWN BY INSTRUMENT RECORDED IN INSTRUMENT NO. 1999-41304; THE POLICY WILL INSURE THAT ANY VIOLATION OF THIS COVENANT WILL NOT RESULT IN A FORFEITURE OR REVERSION OF TITLE.

\$0.00 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 27th day of February, 2015.

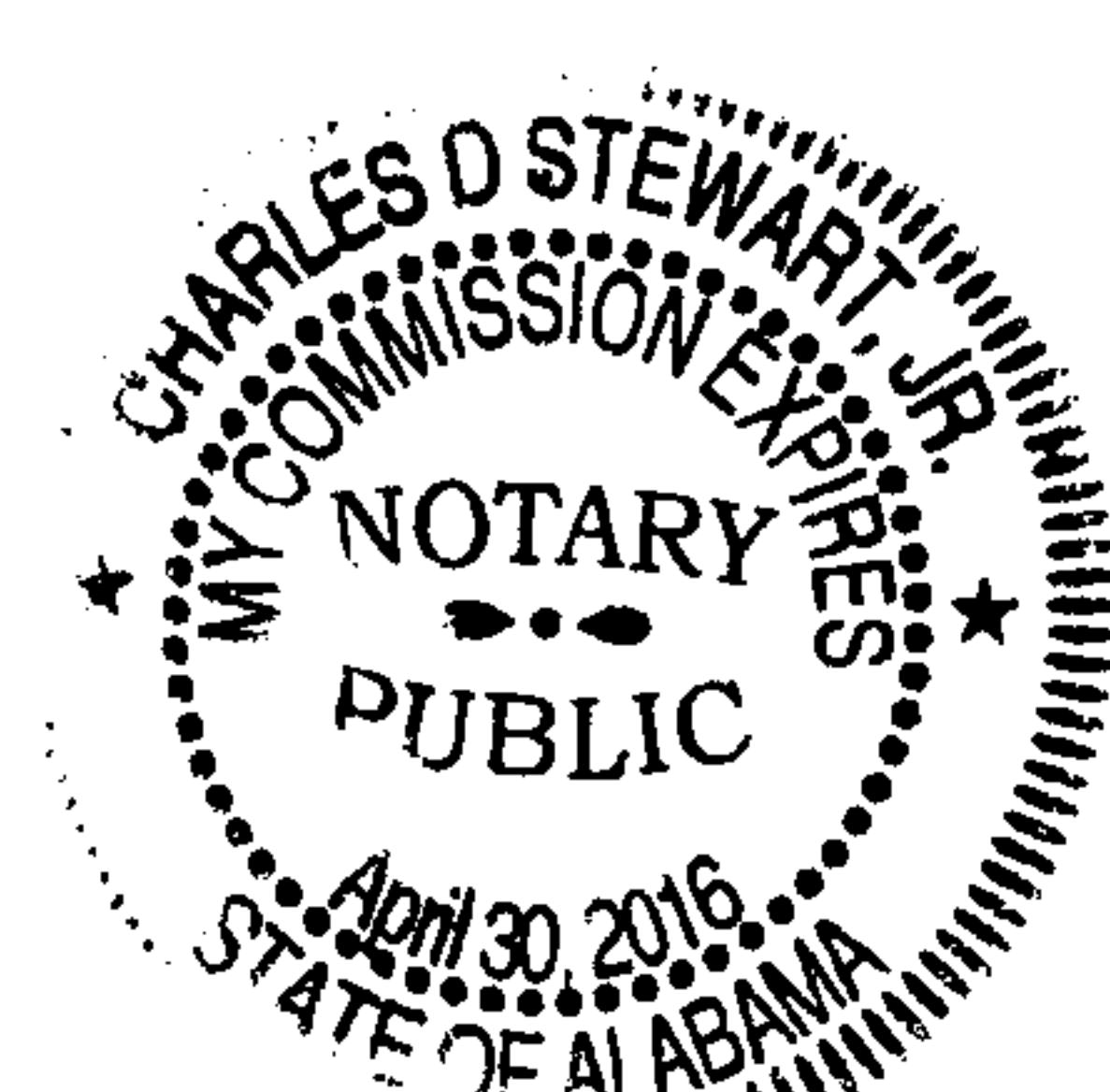
  
VINCENT CASTALDO

  
NANA G. CASTALDO

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that VINCENT CASTALDO and NANA G. CASTALDO 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 27th day of February, 2015.



Notary Public

Print Name:

Commission Expires:

4-30-16

