

20150804000267100
08/04/2015 09:55:18 AM
DEEDS 1/4

Send tax notice to:
MARY SPARKS
445 NORTH LAKE ROAD
BIRMINGHAM, ALABAMA, 35242

This instrument prepared by:
Charles D. Stewart, Jr.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, AL 35242

STATE OF ALABAMA
Shelby COUNTY

2015491

WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Sixteen Thousand and 00/100 Dollars (\$216,000.00) the amount which can be verified in the Sales Contract between the two parties to the undersigned, GREGORY BIDWELL DAVIS AND DOUGLAS BIDWELL DAVIS, AS TRUSTEES OF THE DAVIS FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED JANUARY 11, 2008 whose mailing address is: 601 CANYON CIRCLE, TUSCALOOSA, AL 35406 (hereinafter referred to as Grantors) in hand paid by MARY SPARKS and NORMA PELFRY whose mailing address is: 1109 WATSON CT., REUNION, LA 34747 (hereinafter referred to as Grantee), the receipt of which is hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantee, as joint tenants with rights of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 16, ACCORDING TO THE FINAL PLAT OF SUBDIVISION, NORTH LAKE AT GREYSTONE, PHASE 3, AS RECORDED IN MAP BOOK 23, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2011 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2012.
2. TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL OIL AND MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, TOGETHER WITH ANY RELEASE OF LIABILITY TO INJURY OR DAMAGE TO PERSONS OR PROPERTY AS A RESULT OF THE EXERCISE OF SUCH RIGHTS AS RECORDED IN DEED BOOK 60, PAGE 260 AND DEED BOOK 121, PAGE 294 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
3. EASEMENTS, BUILDING LINES, RESTRICTIONS AND CONDITIONS AS SHOWN ON RECORDED MAP.
4. GREYSTONE FARMS COMMUNITY CENTER PROPERTY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT #1995-16403 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.
5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN INSTRUMENT #1995-16401 AND FIRST AMENDMENT THERETO RECORDED IN INSTRUMENT # 1996-01432; SECOND AMENDMENT THERETO, RECORDED IN INSTRUMENT #1996-21440; THIRD AMENDMENT THERETO RECORDED IN INSTRUMENT #1997-02587; FOURTH AMENDMENT THERETO RECORDED IN INSTRUMENT #1998-10062; FIFTH AMENDMENT THERETO RECORDED IN INSTRUMENT #1998-30335 ALL BEING RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

6. BUILDING SET BACK LINE AS SET OUT IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GREYSTONE FARMS NORTH AS RECORDED IN INSTRUMENT #1996-17498.
7. DEVELOPMENT AGREEMENT, INCLUDING RESTRICTIONS, CONDITIONS AND COVENANTS AS SET FORTH IN INSTRUMENT #1994-22318, AS RECORD IN THE PROBATE OF SHELBY COUNTY, ALABAMA.
8. AMENDED AND RESTATED RESTRICTIVE COVENANTS, AS SET FORTH IN REAL 265, PAGE 96 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
9. RIGHTS OF OTHERS TO THE USE OF HUGH DANIEL DRIVE, AS DESCRIBED IN DEED BOOK 301, PAGE 799 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
10. SHELBY CABLE AGREEMENT AS SET FORTH IN REAL 350, PAGE 545 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
11. COVENANTS AND AGREEMENTS FOR WATER SERVICE AS SET FORTH IN REAL 235, PAGE 574 AS MODIFIED IN INSTRUMENT #1992-20786 AND FURTHER MODIFIED IN INSTRUMENT #1993-20840 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
12. RIGHT OF WAY GRANTED TO BIRMINGHAM WATER WORKS AS SET FORTH IN INSTRUMENT #1995-11637 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
13. EASEMENT TO BELL SOUTH TELECOMMUNICATIONS AS RECORDED IN INSTRUMENT #1994-7422 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
14. GREYSTONE FARMS RECIPROCAL EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT #1994-16400 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
15. ARTICLES OF INCORPORATION OF GREYSTONE FARMS NORTH OWNER'S ASSOCIATION, INC. RECORDED IN INSTRUMENT #1996-199 AND AMENDED IN INSTRUMENT #1997-8840.
16. DEVELOPMENT AGREEMENT INCLUDING RESTRICTIONS AND COVENANTS AS RECORDED IN INSTRUMENT BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP GREYSTONE RESIDENTIAL ASSOCIATION, INC. GREYSTONE RIDGE, INC. AND UNITED STATES FIDELITY AND GUARANTY COMPANY AS RECORDED IN INSTRUMENT #1994-22318.
17. NOTICE REGARDING AVAILABILITY OF SANITARY SEWER SERVICE IN FAVOR OF SWWC UTILITIES, INC. AS RECORDED IN INSTRUMENT NO. 20131204000469370.

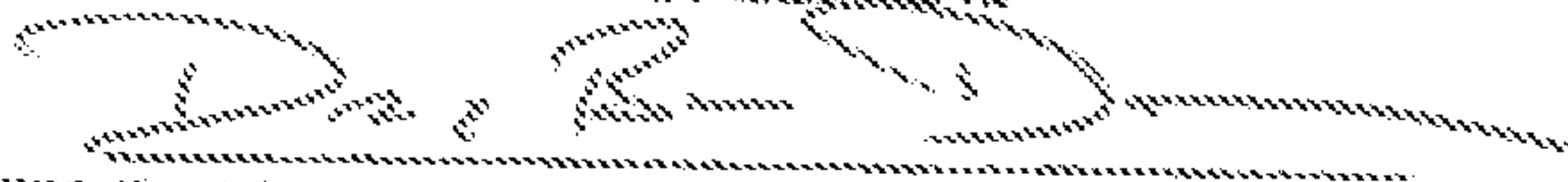
\$0.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, his/her heirs, executors, administrators and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the Grantee, his/her heirs, executors, administrators 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 Grantee, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor, THE DAVIS FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED JANUARY 11, 2008 by GREGORY BIDWELL DAVIS AND DOUGLAS BIDWELL DAVIS, its TRUSTEES, who are authorized to execute this conveyance, have hereunto set its signature and seal on this the 30 day of July, 2015.

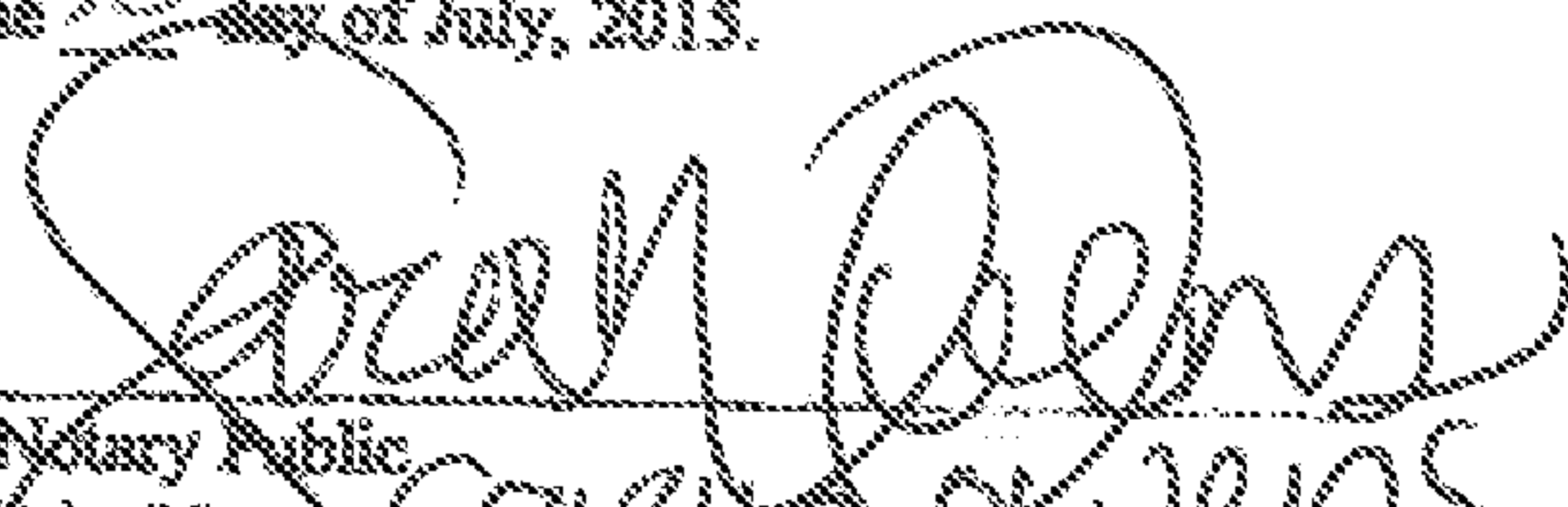
THE DAVIS FAMILY REVOCABLE TRUST AGREEMENT

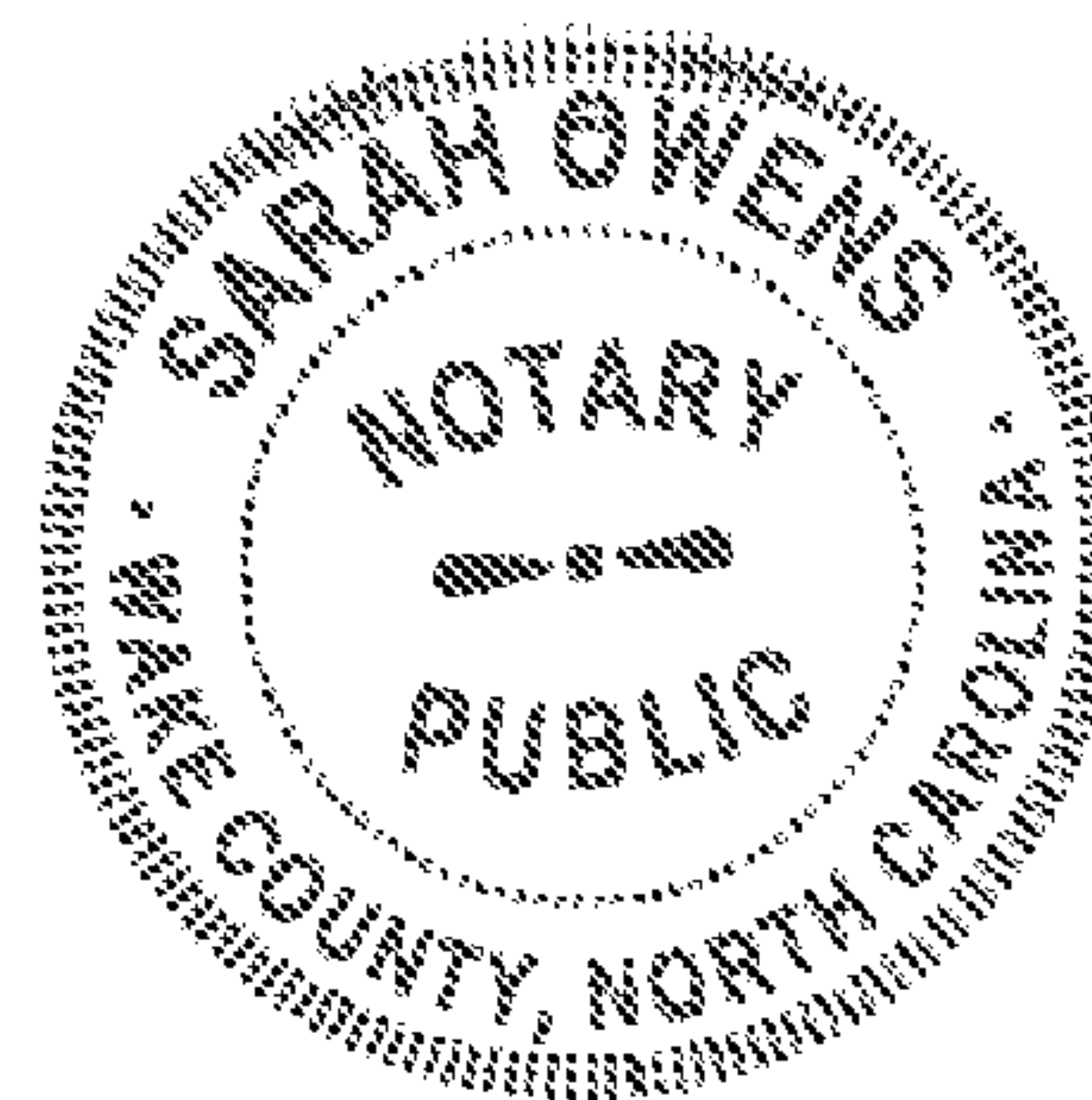

BY: DOUGLAS BIDWELL DAVIS, TRUSTEE

STATE OF NC
COUNTY OF Caldwell

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DOUGLAS BIDWELL DAVIS, whose names as TRUSTEE of THE DAVIS FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED JANUARY 11, 2008, is signed to the foregoing instrument, and is are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he, in his capacity as said TRUSTEE of THE DAVIS FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED SEPTEMBER 11, 2008, and with full authority, executed the same voluntarily for and as the act of said TRUST.

Given under my hand and official seal this the 30 day of July, 2015.


Notary Public
Print Name: Sarah Owens
Commission Expires: 09-16-2019



THE DAVIS FAMILY REVOCABLE TRUST AGREEMENT

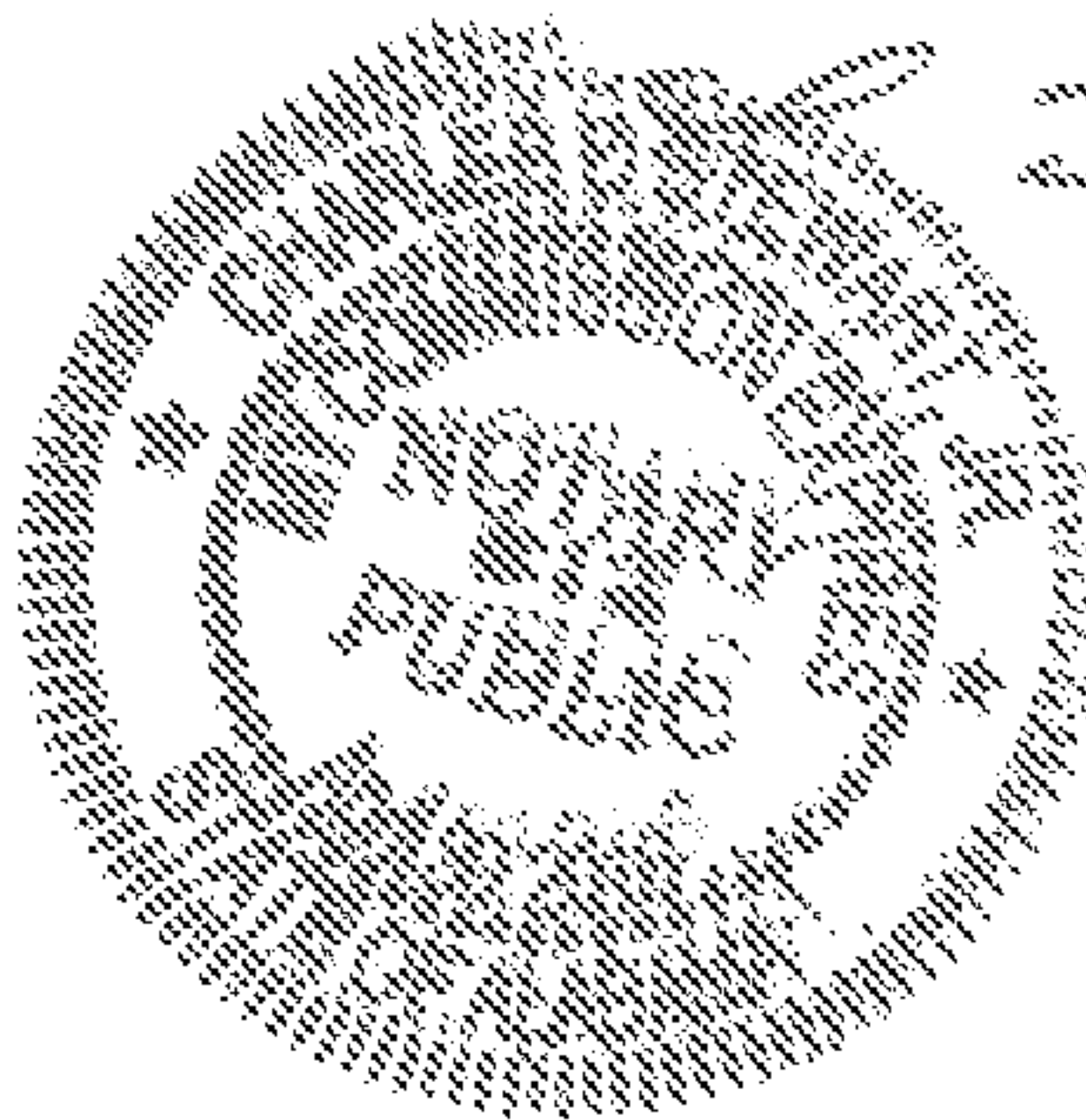
BY GREGORY BIDWELL DAVIS, TRUSTEE

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GREGORY BIDWELL DAVIS, whose names as TRUSTEE of THE DAVIS FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED JANUARY 11, 2008, is signed to the foregoing instrument, and is are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he, in his capacity as said TRUSTEE of THE DAVIS FAMILY REVOCABLE LIVING TRUST AGREEMENT DATED SEPTEMBER 11, 2008, and with full authority, executed the same voluntarily for and as the act of said TRUST.

Given under my hand and official seal this the 31st day of July, 2015.

Notary Public
Print Name:
Commission Expires:



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/04/2015 09:55:18 AM
\$239.00 CHERRY
20150804000267100

A handwritten signature, likely of Judge James W. Fuhrmeister, in dark ink.