

This instrument was prepared by:
William D. Hasty, Jr.
2090 Columbiana Road, Suite 2000
Birmingham, Alabama 35216

Send tax notice to:
Cheryl L. Herritt
384 Woodward Court
Birmingham, Alabama 35242

NO TITLE EXAMINATION WAS PERFORMED IN CONNECTION WITH THIS CONVEYANCE.

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to JAMES HERRITT, a married man (herein referred to as grantor), does hereby grant, bargain, sell and convey unto CHERYL L. HERRITT, a married woman (herein referred to as grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

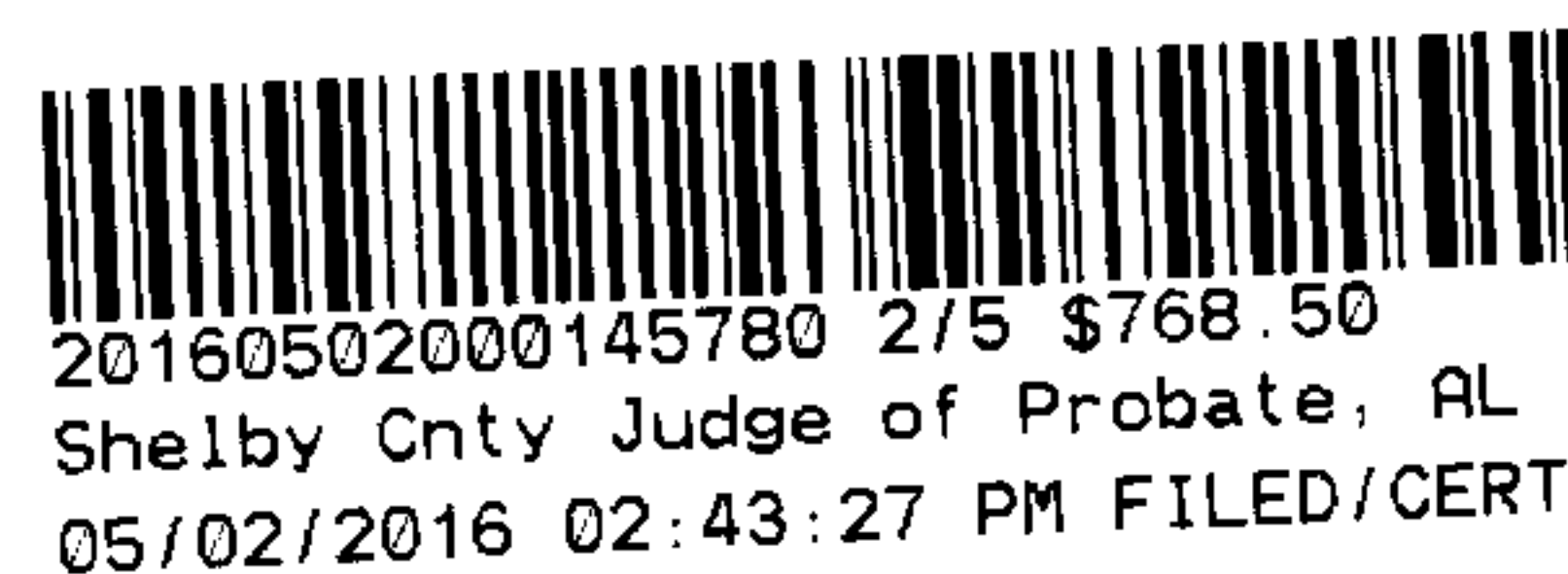
Lot 10, according to the Map of Legacy Place of Greystone, as recorded in Map Book 27, Page 36 in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Building setback line, easements, and restrictions as shown on recorded map.
2. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Instrument # 1999-50995 and Amendment No. 1 recorded in Instrument #2000-04911, Amendment No. 2 recorded in Instrument #2000-34390, Amendment No. 3 recorded in Instrument 2000-40197, Amendment No. 4 recorded in Instrument #2001-16407, Amendment No. 5 recorded in Instrument #2001-48193, together with a Reciprocal Easement Agreement as set forth in Instrument #2001-38396, Supplemental Covenants for Legacy Place of Greystone as set forth in Instrument #2000-25238 and in Instrument #20020919000452220, Amendment No. 6 recorded in Instrument No. 20020823000401390, Amendment No. 7 recorded in Instrument No. 2002100300479580, Amendment No. 8 recorded in Instrument No. 20030220000107790, Amendment No. 9 recorded in Instrument No. 20030424000253400, Amendment No. 10 recorded in Instrument No. 20030507000283000, Amendment No. 11 recorded in 20031023000711510, Amendment No. 12 recorded in Instrument No. 20031105000735500, Amendment No. 13 recorded in Instrument No. 20040129000047160, Amendment No. 14 recorded in Instrument No. 20040521000271310, Amendment No. 15 recorded in Instrument No. 20040927000532560, and Amendment No. 16 recorded in Instrument No. 20061013000509240 as recorded in the Probate Office of Shelby County, Alabama.
3. Declaration of Use Restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. and Walter Dixon, as recorded in Instrument #1999-12252 and amended in Instrument #2000-12771, as recorded in the Probate Office of Shelby County, Alabama.
4. Declaration of Watershed Protective Covenants for Greystone Development as set forth in Instrument #2000-17644 together with Assignment and Assumption

Agreement as set forth in Instrument #2000-20625, as recorded in the Probate Office of Shelby County, Alabama.

5. Easement Agreement between the City of Birmingham and Greystone Development Company, LLC, as set forth in Instrument #2000-17642, as recorded in the Probate Office of Shelby County, Alabama.
6. Access Easement Agreement as set forth in Instrument #1999-12253, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
7. Easement Agreement as set forth in Instrument #1999-12254, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
8. Access Easement Agreement and Right of First Refusal Agreement as set forth in Instrument #1999-7167, as recorded in the Probate Office of Shelby County, Alabama.
10. Consent Agreement by and between Charles Steven Daughtry and Greystone Development Co., LLC, as recorded in the Probate Office of Shelby County, Alabama. (affects access)
11. Articles of Incorporation of Legacy Place Homeowners' Association, Inc. as set forth in Instrument #2000-25236, as recorded in the Probate Office of Shelby County, Alabama.
12. Easement in favor of Alabama Power Company as set forth in Real 133, page 551 and Real 142, page 188, as recorded in the Probate Office of Shelby County, Alabama.
13. Easement in favor of Alabama Power Company as set forth in Deed Book 351, page 1, as recorded in the Probate Office of Shelby County, Alabama.
14. Right of way in favor of South Central Bell as set forth in Real 21, page 312, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
15. Assignment of Developer Rights and Obligations, as set forth in Instrument #2002-45522, and Instrument #20040219000086130, in the Probate Office of Shelby County, Alabama.
16. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions but may now or hereafter exist or occur or cause damage to subject property, as shown by Map Book 27, page 36, as recorded in the Probate Office of Shelby County, Alabama.
17. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set forth in Instrument #2000-5920, Instrument #2000-5921 and Instrument #2000-26475 and to be set forth in deed from current owner(s) to purchaser(s), as recorded in the Probate Office of Shelby County, Alabama.



18. Terms, conditions, restrictions, easements, reservations, and release of damages set forth in deeds recorded under Instrument #2001-35993, Instrument #20021002000477070, Instrument #20020919000452200, Instrument #20040202000054340, Instrument #2004031200129750 and to be set forth in deed from current owner(s) to purchaser(s), as recorded in the Probate Office of Shelby County, Alabama.
19. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including but not limited to such rights set forth in Deed Book 243, page 828, as recorded in the Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for Grantee and Grantee's heirs and assigns, that (a) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters of survey or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property; (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property; and (c) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its members, managers, agents, employees, officers, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

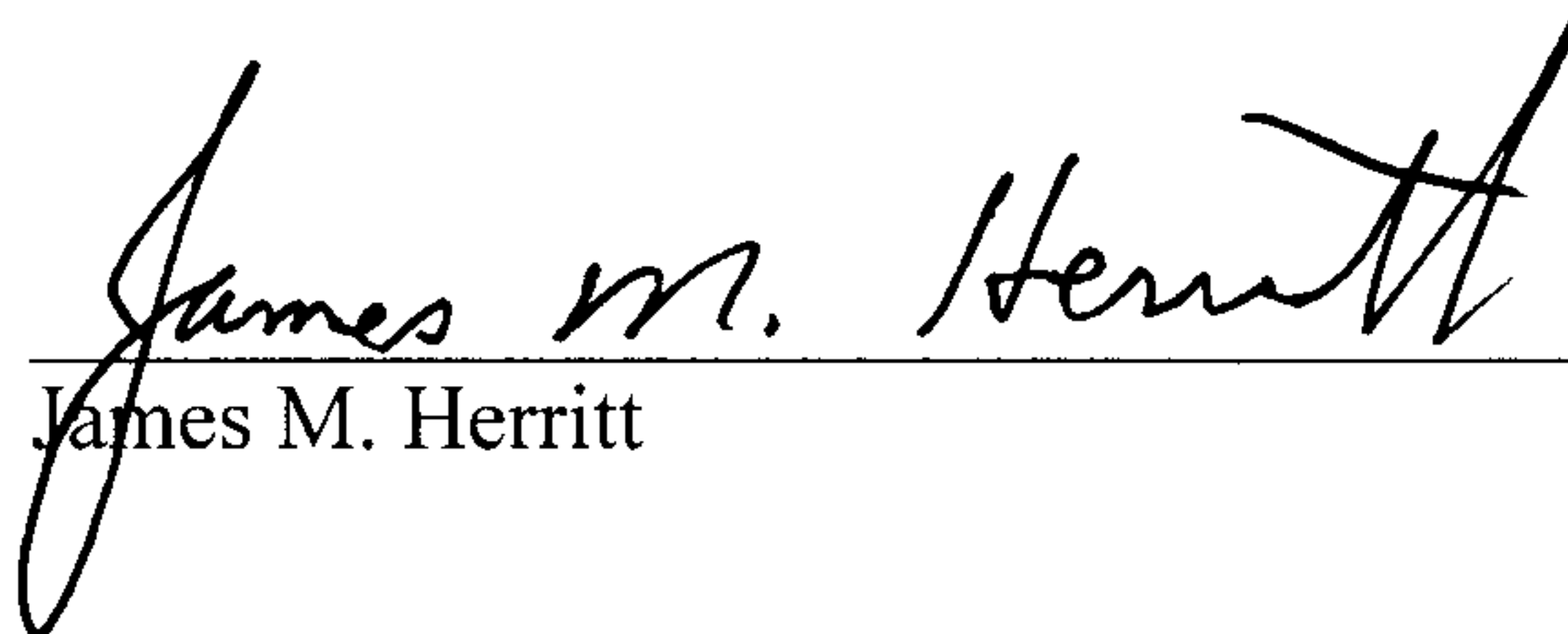
Grantee further covenants and agrees for Grantee and Grantee's heirs and assigns, that the Golf Club Property, as defined in the Master Declaration, does not constitute Common Areas, as defined in the Master Declaration, and such Golf Club Property is provided solely for the members of the private club which owns the Golf Club Property, and that ownership or occupancy of any portion of the Property by Grantee and/or Grantee's heirs and assigns shall not entitle Grantee and/or Grantee's heirs and assigns to any rights in or to or the use of any of the improvements constituting any part of the Golf Club Property, nor to any membership interest in or to the private club which owns the Golf Club Property.

TO HAVE AND TO HOLD, To the said GRANTEE, her heirs and assigns forever.

And I do for myself and for my heirs, executors, and administrators, covenant with said grantee, her heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I have a good right to sell and convey

the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said grantee, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of March, 2016.


James M. Herritt

STATE OF ALABAMA
Shelby COUNTY

General Acknowledgment

I, Victoria Altham Lehr, a Notary Public in and for said County, in said State, hereby certify that James M. Herritt, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31 day of March, 2016.

8/13/2019
My Commission Expires

Victoria Altham Lehr
Notary Public




20160502000145780 4/5 \$768.50
Shelby Cnty Judge of Probate, AL
05/02/2016 02:43:27 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 James M. Herritt
Mailing Address 384 Woodward Ct.
Bham, AL
35242

Grantee's Name Cheryl L. Herritt
Mailing Address 384 Woodward Ct.
Bham, AL
35242

Property Address 384 Woodward Court
Birmingham, AL
35242

Date of Sale _____
Total Purchase Price \$ _____
or
Actual Value \$ _____
or
Assessor's Market Value \$ 742,300. (Estimate)

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 Tax Office

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 in 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 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 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 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 5/2/16

Print Cheryl L. Herritt

Sign Cheryl L. Herritt
(Grantor/Grantee/Owner/Agent) circle one

☒ Unattested

[Signature]
(verified by)



20160502000145780 5/5 \$768.50
Shelby Cnty Judge of Probate, AL
05/02/2016 02:43:27 PM FILED/CERT

Form RT-1