

State of Alabama)
County of Shelby)

20160803000273480 1/2 \$112.00
Shelby Cnty Judge of Probate, AL
08/03/2016 08:14:36 AM FILED/CERT

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of four hundred seventy thousand and no/100 Dollars (\$470,000.00), being the contract sales price, to the undersigned Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, Mark M. Chaffin and spouse, Susan F. Chaffin (**Grantors**) whose address is 3336 Culloden Way, Birmingham, AL 35242 do grant, bargain, sell and convey unto Kristen Wilson Bundren and Jason L. Bundren (**Grantees**) whose address is 8023 Greystone Green, Hoover, AL 35242 as Joint Tenants with Right of Survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

LOT 5, ACCORDING TO THE SURVEY OF GREYSTONE, 7TH SECTOR, PHASE III, AS RECORDED IN MAP BOOK 20, PAGE 50, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. 8023 Greystone Green, Hoover, AL 35242

Subject to:

Ad Valorem Taxes due October 1, 2016.

Those matters listed on Exhibit "A"

\$376,000.00 of the consideration was paid from the proceeds of a mortgage loan.

TO HAVE AND TO HOLD unto the said **Grantees** as Joint Tenants with Right of Survivorship, their heirs and assigns forever; it being the intention of the Parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, the heirs and assigns of the grantees herein shall take as tenants in common.

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

IN WITNESS WHEREOF, the said **Grantors** have caused this conveyance to be executed this 30th day of July, 2016.



MARK M. CHAFFIN

SEAL



SUSAN F. CHAFFIN

SEAL

State of Alabama
County of Jefferson

I, Gene W. Gray, Jr., a Notary Public, in and for said County in said State, hereby certify that Mark M. Chaffin and Susan F. Chaffin 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 said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 30th day of July, 2016.

Shelby County, AL 08/03/2016
State of Alabama
Deed Tax: \$94.00

Notary Public
Commission Expires 11/09/18

This Instrument Prepared By:
Gene W. Gray, Jr.
2100 Southbridge Parkway, Suite 338
Birmingham, AL 35209
205 879 3400
File 216231

Send Tax Notice To:
Kristen Wilson Bundren
Jason L. Bundren
8023 Greystone Green
Hoover, AL 35242
#03-8-27-0-006-005.000



EXHIBIT "A"
CHAFFIN to BUNDREN

Easements as shown by recorded plat, including a 10 foot easement on the Westerly side of lot.

Building setback line pursuant to the terms of the Declarations of Covenants, Conditions and Restrictions recorded in Real 317, page 260, and as amended from time to time, and as shown by Map Book 20, page 50.

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, are not insured herein.

Restrictions, covenants and conditions and building setback lines as set out in Amended and Restated Restrictive Covenants appearing of record in Real 265, Page 96.

Covenant and Agreement for sewer system as set out in instrument between Dantract and Shelby County recorded in Real 235, Page 574, and amended by agreement as set out in Inst. No. 1993-20840 and Inst. No. 1992-20786.

Greystone Residential Declaration of Covenants, Conditions and Restrictions as set out in Real 317, Page 260, amended by Affidavit recorded in Real 319, Page 235, and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions as set out in Real 346, Page 942, 2nd Amendment as recorded in Real 378, Page 904, 3rd Amendment as recorded in Real 379, Page 958, 4th Amendment as recorded in Inst. No. 1992-17890, 5th Amendment as recorded in Inst. No. 1993-3123, 6th Amendment as recorded in Inst. No. 1993-10163, 7th Amendment as recorded in Inst. No. 1993-16982, 8th Amendment as recorded in Inst. No. 1993-20968, 9th Amendment as recorded in Inst. No. 1993-32840, 10th Amendment as recorded in Inst. No. 1994-23329, 11th Amendment as recorded in Inst. No. 1995-8111, 12th Amendment as recorded in Inst. No. 1995-24267, 13th Amendment as recorded in Inst. NO. 1995-34231, 14th Amendment as recorded in Inst. No. 1995-35679 and Inst. No. 1996-19860, 15th Amendment as recorded in Inst. NO. 1996-37514, 16th Amendment as recorded in Inst. NO. 1996-39737, 17th Amendment as recorded in Inst. No. 1997-2534, 18th Amendment as recorded in Inst. No. 1997-17533, 19th Amendment as recorded in Inst. NO. 1997-30081, 20th Amendment as recorded in Inst. NO. 1997-38614, 21st Amendment as recorded in Inst. No. 1999-3337, 22nd Amendment as recorded in Inst. No. 1999-6309 and as shown by Map Book 20, Page 50.

Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 545.

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 that may now or hereafter exist or occur or cause damage to subject property, as recorded in Map Book 20, Page 50. The policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, Page 274 and 1st Amended by Real 317, Page 253 and 2nd Amended as Inst. No. 1993-3124.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. No. 1995-25813 and Inst. No. 1999-33603.

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 that may now or hereafter exist or occur or cause damage to subject property, as recorded in Inst. No. 1999-33603. The policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.