

Send tax notice to:
RAYMOND WHITMAN, JR.
417 MCCORMACK WAY
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

2016667

WARRANTY DEED

20161102000403280
11/02/2016 01:07:22 PM
DEEDS 1/3

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Nine Hundred Sixty Thousand and 00/100 Dollars (\$960,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, BARBARA J. HARRIS COE AND RICHARD COE, WIFE AND HUSBAND **whose mailing address** is: 1254 GREYSTONE PARC DRIVE, HOOVER, AL 35242 (hereinafter referred to as "Grantors") by RAYMOND WHITMAN, JR. and NANCY JO WHITMAN **whose property address** is: 417 MCCORMACK WAY, 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 321, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, THIRD SECTOR, AS RECORDED IN MAP BOOK 27, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2016 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2017
2. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING THEREFROM, AND RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION, OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS OR NATIONAL ORIGIN) AS SET FORTH IN THE DOCUMENT RECORDED IN INSTRUMENT NO. 1999-50995, FIRST AMENDMENT RECORDED IN INSTRUMENT NO. 200004911, SECOND AMENDMENT RECORDED IN INSTRUMENT NO. 2000-34390, THIRD AMENDMENT RECORDED IN INSTRUMENT NO. 2000-40197, FOURTH AMENDMENT RECORDED IN INSTRUMENT NO. 2001-16407, FIFTH AMENDMENT RECORDED IN INSTRUMENT NO. 2001-48193, SIXTH AMENDMENT RECORDED IN INSTRUMENT NO. 20020823000401390, SEVENTH AMENDMENT RECORDED IN INSTRUMENT NO. 20021003000479580, EIGHT AMENDMENT RECORDED IN INSTRUMENT NO. 20030220000107790, NINTH AMENDMENT RECORDED IN INSTRUMENT NO. 20030424000253400, TENTH AMENDMENT RECORDED IN INSTRUMENT NO. 20030507000283000, ELEVENTH AMENDMENT RECORDED IN INSTRUMENT NO. 2003102300071510, TWELFTH AMENDMENT RECORDED IN INSTRUMENT NO. 20031105000735500, THIRTEENTH AMENDMENT RECORDED IN INSTRUMENT NO. 20040129000047160, FOURTEENTH AMENDMENT RECORDED IN

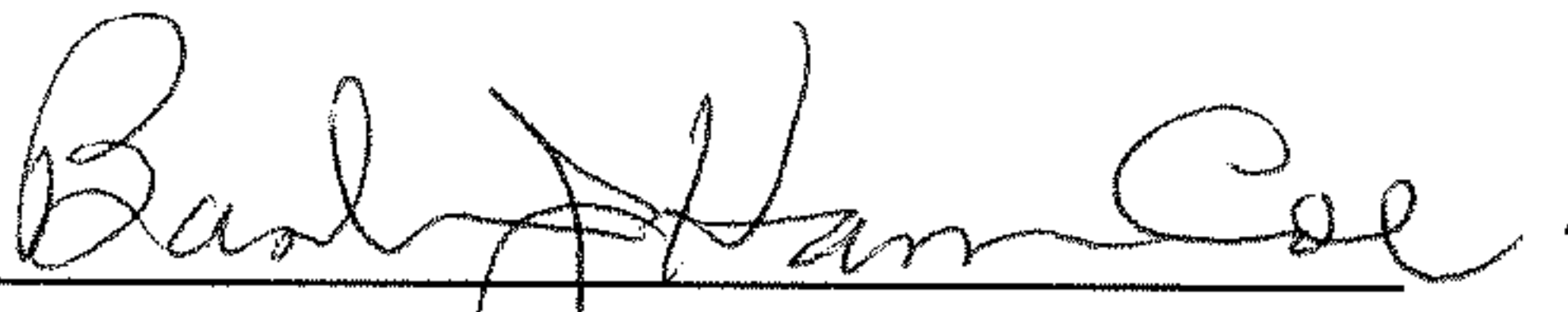
INSTRUMENT NO. 20040521000271310, FIFTHTEENTH AMENDMENT RECORDED IN INSTRUMENT NO. 20040927000532560, SIXTEENTH AMENDMENT RECORDED IN INSTRUMENT NO. 20061013000509240, SEVENTEENTH AMENDMENT RECORDED IN INSTRUMENT NO. 20070810000376920, (COLLECTIVELY, THE "DECLARATION"), IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

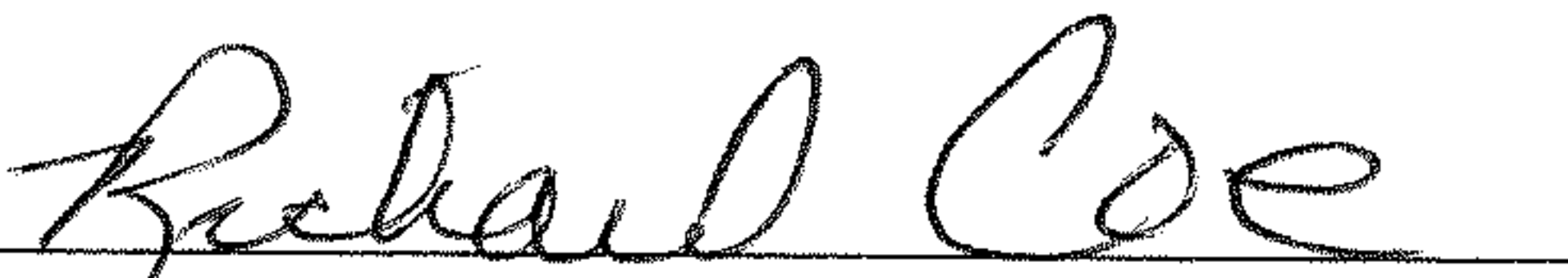
3. Easements and building lines as shown on recorded map(s), including but not limited to any notes, conditions and restrictions.
4. Easement agreement as recorded in Instrument No. 1999-12254
5. Access Easement Agreement and Right of First Refusal Agreement dated 2/12/1999 and recorded in Instrument no. 1999-7167
6. Right of way granted to Alabama Power Company by instrument(s) recorded in Real 133, Page 551; Deed Book 246, Page 848 and Real 142, Page 188.
7. 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 243, Page 828 and any damages relating to the exercise of such rights or the extraction of such minerals.
8. Declaration of use restrictions between Greystone Development Company, LLC, Stillmeadow Farm Land, Ltd and Walter Dixon, as recorded in Instrument No. 1999-12252, amended in Instrument #2000-12771 and transferred in Instrument #2001-38395.
9. Transmission Line Permit(s) to Alabama Power Company as recorded in Deed Book 246, Page 849 and Deed Book 138, Page 588.
10. Declaration of Watershed Protective Covenants for Greystone Development as recorded in Instrument #2000-17644, with Assignment and Assumption Agreement recorded in Instrument #2000-20625 and in Jefferson County Instrument #200006/5078 and in Instrument #200007/3733.
11. Easement Agreement with the City of Birmingham as recorded in Instrument #2000-17642.
12. Consent Agreement as recorded in Instrument #2000-19405.
13. Agreement with Respect to Establishment of certain Restrictions and other agreements and 1st Amendment to Declaration of Restrictions as recorded in Instrument #1998-32193 and Affidavit recorded in Instrument #1999-33838, with waivers recorded in Instrument #1999-50993, Instrument #2000-2826, and Instrument #20000-2827.
14. Right(s) of way to South Central Bell as recorded in Real 21, Page 312.
15. Easement to Alabama Power Company as recorded in Deed Book 351, Page 1.
16. Reciprocal Easement Agreement as recorded in Instrument No. 2001-38396 and amended in Instrument No. 20040301000102720.
17. Release of damages as recorded in Instrument #20000307000071620.
18. Covenants and Agreement for Water Service as recorded in Real 235, Page 574, amended in Instrument #1992-80786 and in Instrument #1993-20840.
19. Sanitary sewer agreement as recorded in Instrument #20131204000469370
20. Restrictions and Conditions and Release of Damages as set out in Instrument #2000-44545.
21. Easement Agreement as recorded in Instrument #20040102000001560.
22. Right(s) of way to Shelby County, Alabama as recorded in Instrument No. 2004-1560.

\$860,000.00 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 28th day of October, 2016.

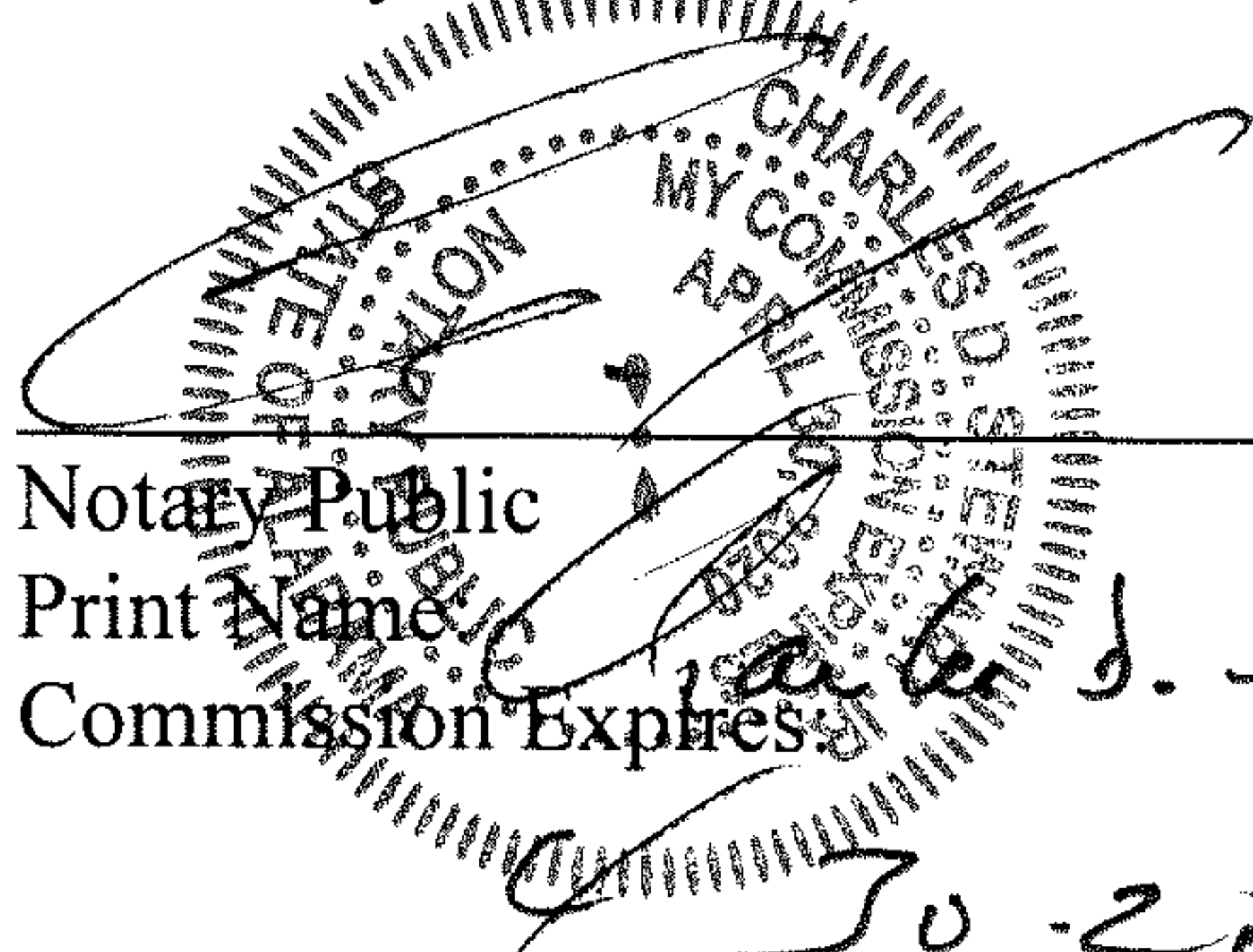

BARBARA J. HARRIS COE

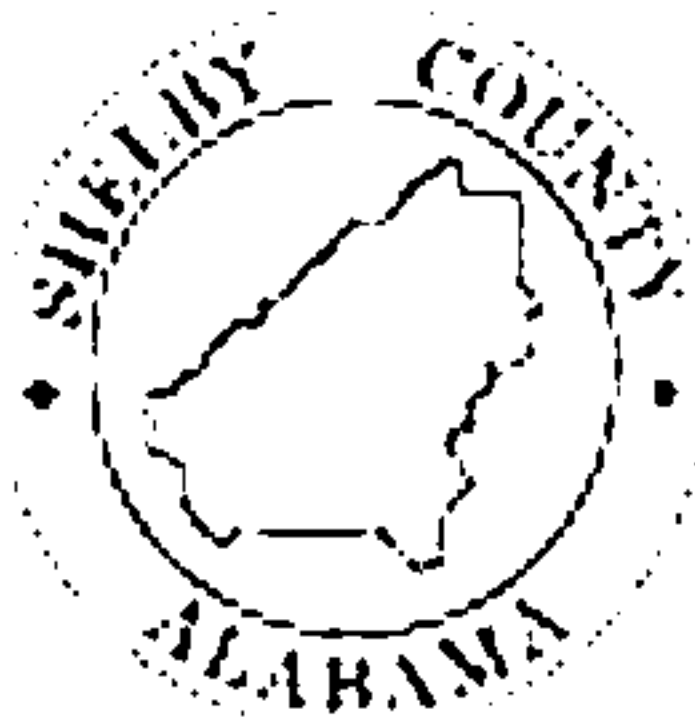

RICHARD COE

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that BARBARA J. HARRIS COE AND RICHARD COE 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 28th day of October, 2016.


Notary Public
Print Name: Charles D. Stewart, Jr.
Commission Expires: 11-02-2017



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/02/2016 01:07:22 PM
\$121.00 CHARITY
20161102000403280

