

THIS INSTRUMENT PREPARED BY:
HILL, HILL & GOSSETT, P.C.
Post Office Box 310
Moody, Alabama 35004

Send Tax Notice To:
Post Office Box 11705
Birmingham, AL 35202

WARRANTY DEED



20161108000412620 1/4 \$109.00
Shelby Cnty Judge of Probate, AL
11/08/2016 11:20:42 AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, Burnis Hall and wife, Wilhemina Hall (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto 9th Episcopal District of the AME Church (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 79, according to the Survey of Greystone 5th Sector, as recorded in Map Book 17, page 72, in the Probate Office of Shelby County, Alabama

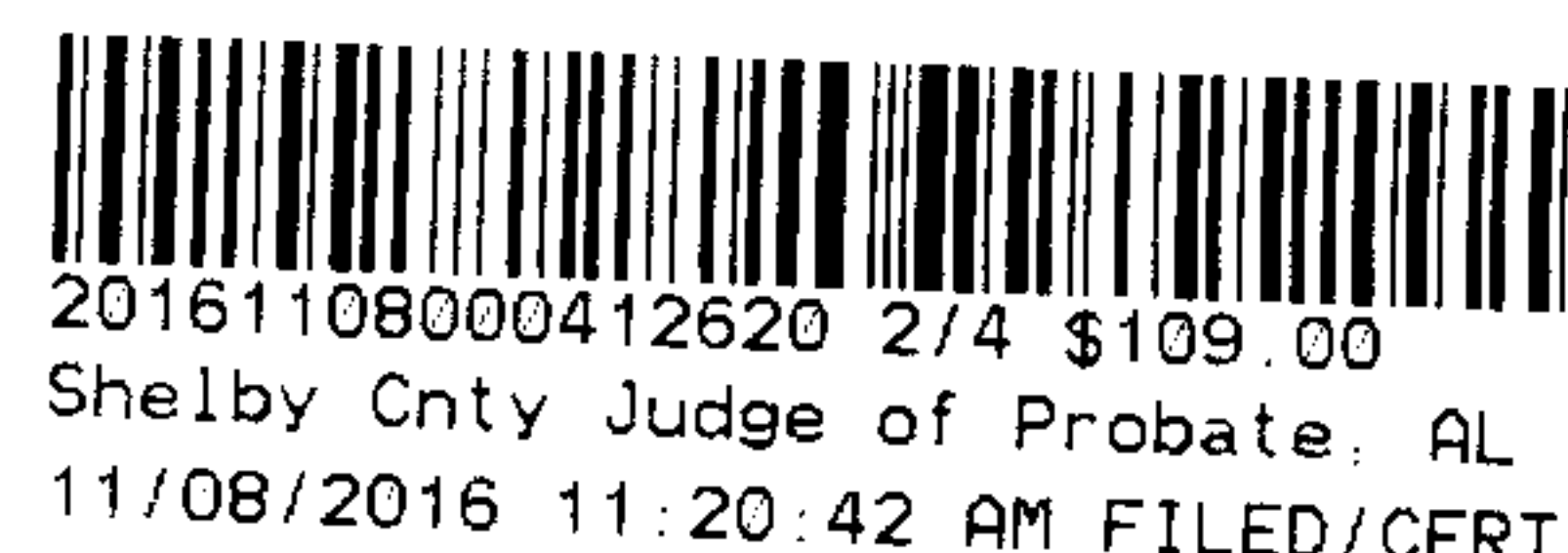
SUBJECT TO:

1. Transmission line permit to Alabama Power Company as recorded in Deed Book 139, page 124, and Deed Book 109, page 500, and as shown on survey of Charley Foster dated October 10, 1989
2. Underground transmission permit recorded in Deed Book 305, page 637, and as shown on survey of Charley Foster dated October 10, 1989
3. Right of way for Hugh Daniel Drive as described and revised in Deed Book 301, page 799, and as shown on survey of Charley Foster dated October 10, 1989
4. Right of way easements to the Water Works Board of the City of Birmingham as recorded in Deed Book 301, page 115; Deed Book 301, page 123, and as shown on survey of Charley Foster dated October 10, 1989
5. Easement to Shelby County as recorded in Real Book 206, page 907; Real Book 206, page 910; Real Book 206, page 914, and as shown on survey of Charley Foster dated October 10, 1989
6. Covenants and Agreement for water service as recorded in Real Book 235, page 574
7. Final Decree in Condemnation case as set out in Lis Pendens recorded in Real Book 226, page 473
8. Right of way to 16/ X 16/ Bellsouth Mobility, Inc. tower location in said Section 33, as shown by Real Book 265, page 368, and as shown on survey of Charley Foster dated October 10, 1989
9. All encroachments as shown on survey of Charley Foster dated October 10, 1989
10. Terms, provisions, covenants, conditions, restriction, easement, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Instrument #1995-07273, and in Real 265, page 96
11. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable Inc. as

- recorded in Real 350, page 585
12. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260; amended by Real 319, page 235, and by 1st amendment in Real 346, page 942; 2nd amendment in Real 378, page 904; 3rd amendment in Real 397, page 958; 4th amendment in Instrument #1992-17890; 5th amendment in Instrument #1993,-3123; 6th amendment in Instrument 1993-10163; 7th amendment in Instrument #1993-14982; 8th amendment in Instrument #1993-20968; 9th amendment in Instrument #1993-32840; 10th amendment in Instrument #1994-23329; 11th amendment in Instrument #1995-8111; 12th amendment in Instrument #1995-24267; 13th amendment in Instrument #1995-34231; 14th amendment in Instrument #1996-19860; 15th amendment in Instrument #1996-37514; 16th amendment in Instrument #1996-39737; 17th amendment in Instrument #1997-2534; 18th amendment in Instrument #1997-17533; 19th amendment in Instrument #1997-30081; 20th amendment in Instrument #1997-38614; 21st amendment in Instrument #1999-03331; 22nd amendment in Instrument #1999-06309; 23rd amendment in Instrument #1999-47817; 24th amendment in Instrument #20020717000334280; 25th amendment in Instrument #200309090006044430; 26th amendment in Instrument #20031023000711520; 27th amendment in Instrument 20031105000735510 and 28th amendment in Instrument #20040521000271290 and further amendments
 13. Reciprocal easement agreement pertaining to access and roadway easements recorded in Real 312, page 274; 1st amendment recorded in Real 317, page 253, and 2nd amendment recorded in Instrument #1993-3126
 14. Covenants and agreement for water services as recorded in Real 235, page 574, and amended by Instrument #1993-20640 and Instrument #1993-20786
 15. Rights of others to use Hugh Daniel Drive and Greystone Drive as described in Deed Book 301, page 799
 16. Amended and Restated Restrictive Covenants recorded in Deed book 265, page 96
 17. Easement from Daniel Oak Mountain Limited Partnership to Dantract, Inc. for utilities and ingress and egress across the existing easement from the BellSouth Mobility, Inc. Tower to the Water Works Board easements and on to Hugh Daniel Drive as recorded in Deed book 265, page 368
 18. Easement from Charles M. Daniel to Daniel Oak Mountain Limited Partnership for that certain property as recorded in Deed Book 265, page 361
 19. Articles of Incorporation of Greystone Residential Association, Inc. as recorded in Book 42, page 835
 20. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas and gravel in, on and under subject property including, but not limited to, Deed Book 121, page 294; Deed Book 60, page 260; and Deed Book 51, page 544

All recorded in the Probate Office of Shelby County, Alabama

\$565,250.00 of the above recited consideration was paid by mortgage loan executed simultaneously herewith



TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said Grantee, its successors and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

3rd IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this
3rd day of November, 2016.

Burnis Hall

Burnis Hall

Wilhemina A. Hall

Wilhemina Hall

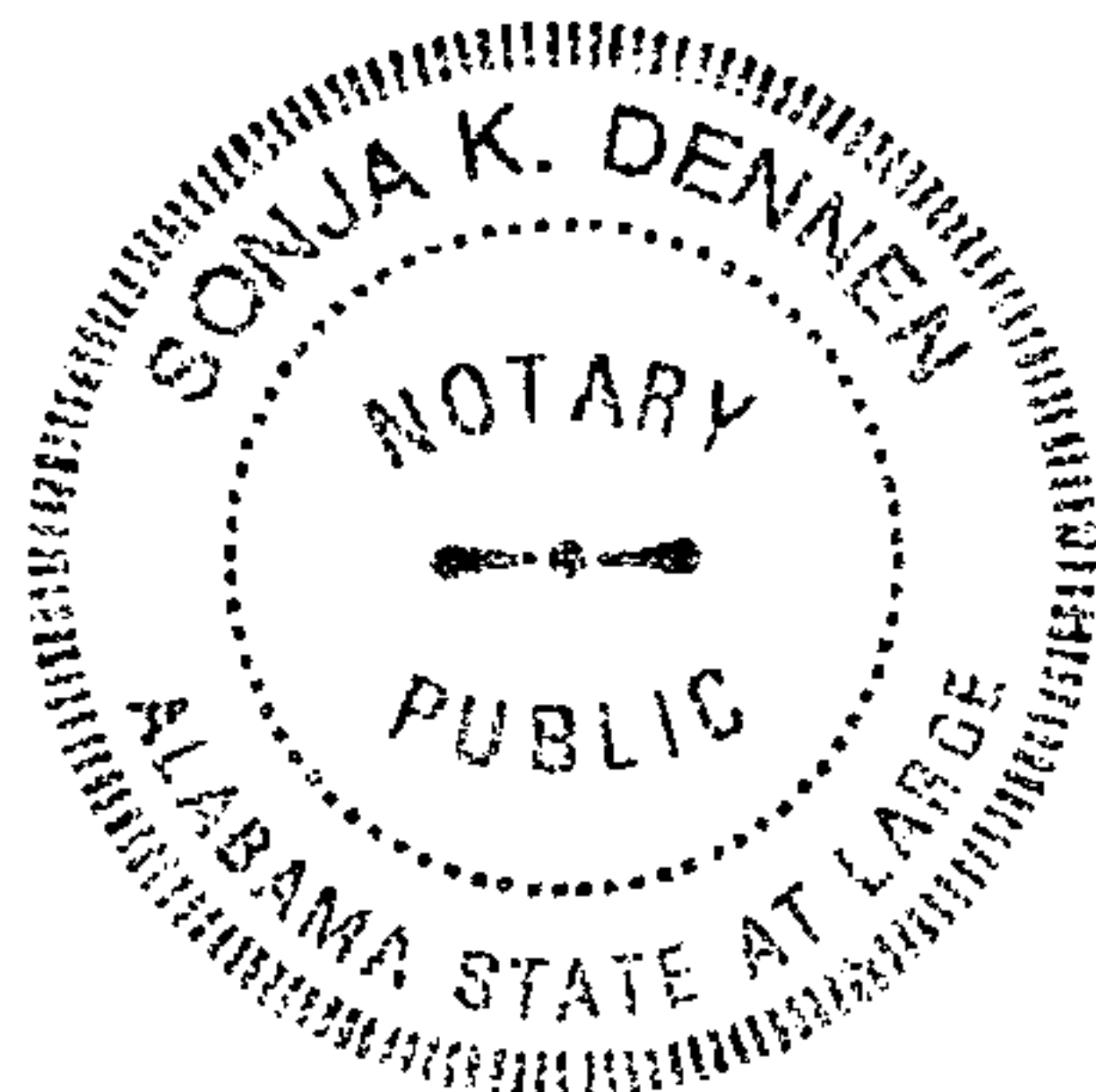
STATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Burnis Hall and Wilhemina Hall, whose name(s) 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of November, 2016.

Sonja K. Denney

Notary Public



My Commission Expires: 6/1/2018



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name **BURNIS AND WILHEMINA HALL**
Mailing Address **1133 Greymoor Rd.**
Birmingham, AL 35242

Grantee's Name **9TH EPISCOPAL DISTRICT OF**
Mailing Address **POST OFFICE BOX 11705**
BIRMINGHAM, AL 35202

Property Address **1133 Greymoor Rd.**
Birmingham, AL 35242

Date of Sale **November 3, 2016**

Total Purchase Price \$ **650,000.00**

or

Actual Value \$

or

Assessor's Market Value \$

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


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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 to 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 _____

Print **James E. Hill, Jr.**

Unattested _____

(verified by)

Sign _____

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1