

Send tax notice to:
JAMES MICHAEL OSWALD
5004 SHANDWICK CIRCLE
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

2017019

WARRANTY DEED

20170202000040800
02/02/2017 12:16:56 PM
DEEDS 1/2

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, TIMOTHY B. OWENS and KIMBERLY OWENS, HUSBAND AND WIFE whose mailing address is: 142 Calumet Drive Birmingham AL 35242 (hereinafter referred to as "Grantors") by JAMES MICHAEL OSWALD and JEAN ALLISON OSWALD whose property address is: 5004 SHANDWICK CIRCLE, 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 70, according to the Survey of Greystone, 1st Sector, Phase II, as recorded in Map Book 15, Page 58, 59, 60 and 61, 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. Such a state of facts as shown in Map Book 15, Pages 58, 59, 60 and 61.
3. Building lines, rights of way public utilities, easements, restrictions and conditions as shown on map and survey of Greystone, 1st Sector, Phase II, as recorded in Map Book 15, Pages 58, 59, 60 and 61.
4. Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, page 160, amended in Real 319, page 235, further amended in Real 346, page 942, in Real 378, page 904, Real 397 page 958, Instrument #1992-17890, in Instrument #1993-3123 further amended in Instrument #1993-10163, in Instrument #1993-16982, in Instrument #1993-20968, in Instrument #1993-32640, in Instrument #1994-23329, Instrument #1995-8111 Instrument #1995-24267, Instrument #1995-34231.
5. Rights of others to the use of Greystone Drive as recorded in Deed Book 301, page 799.
6. Reciprocal Easement Agreement pertaining to access and roadway easements as recorded in Real 12 page 274, amended in Real 317, page 253 and in Instrument #1993-3124.
7. Transmission line permit to Alabama Power Company as recorded in Deed Book 109, page 505, Deed Book 112, page 517, Deed Book 186, page 223, Deed Book 239 page 214 and in Real 333, page 201.
8. Agreement with Shelby Cable, Inc., as recorded In Real 350, page 545.

- 9. Covenant and Agreement for Water Service as recorded in Real 235, page 574 amended in Instrument #1993-20840 and in Instrument #1992-20786.
- 10. Agreement with Alabama Power Company regarding underground cables as recorded in Deed Book 333, page 138.
- 11. Any prior reservation or conveyance together with release of damages of minerals of every kind and character, including but not limited to, oil gas, sand and gravel in, on and under subject property as recorded in Deed Book 260, page 260, Deed Book 4, page 486 and in Deed Book 127 page 140.
- 12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on or under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Record.

\$360,000.00 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 31st day of January, 2017.

[Handwritten Signature]
TIMOTHY B. OWENS

[Handwritten Signature]
KIMBERLY OWENS



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/02/2017 12:16:56 PM
\$108.00 CHERRY
20170202000040800

[Handwritten Signature]

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TIMOTHY B. OWENS and KIMBERLY OWENS 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 31st day of January, 2017.

[Handwritten Signature]
Notary Public
Print Name: *[Handwritten Name]*
Commission Expires: *[Handwritten Date]*