

Send tax notice to:  
FREDERICK G. EVANS  
1139 HARDWOOD COVE ROAD  
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

2018591

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Eighty-Nine Thousand and 00/100 Dollars (\$489,000.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **JOHN PHILLIPS and LORI PHILLIPS, husband and wife**, whose mailing address is: 3876 Hwy 51 Wilsonville AL 35186 (hereinafter referred to as "Grantors") by **FREDERICK G. EVANS and TONIA M. DAVIS** whose property address is: **1139 HARDWOOD COVE ROAD, 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 107, according to the Amended Map of the Cove at Greystone, Phase I, as recorded in Map Book 26, Page 39, in the Probate Office of Shelby County, Alabama.**

SUBJECT TO:

1. Taxes for the year beginning October 1, 2018 which constitutes a lien but are not yet due and payable until October 1, 2019.
2. Building lines, right of ways, easements, restrictions, reservations and conditions, if any.
3. 7.5 foot easement on the Southeast side of subject property as shown on recorded map.
4. Building setback lines as set out in the Restrictive Covenants as recorded in Instrument No. 1998-38836 and Instrument No. 1998-41636.
5. Easements as shown per plat.
6. Amended and Restated Restrictions, Covenants and Conditions as set out in instrument(s) recorded in Deed Book 265, Page 96.
7. Water Service Agreement as set out in Real 235, Page 574, amended in Instrument No. 1993-20840 and Instrument No. 1992-20786 in Probate Office.
8. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 57, Page 584; Deed Book 60, Page 260; and Deed Book 121, Page 294, in the Probate Office of Shelby County, Alabama.
9. Shelby Cable Agreement as set out in Real Book 350, Page 545 in Probate Office.
10. Drainage easement agreement as recorded in Instrument No. 1998-14857.
11. Rights of others to terms and conditions as set out in Easement Agreement recorded in Instrument No. 1998-18416.
12. Incorporation of The Cove of Greystone Homeowners Association, Inc. recorded as Instrument No. 1998-38837 and amended in Instrument No. 1998-38838.
13. Declaration of Restrictive Covenants of the Cove of Greystone as recorded in Instrument No. 1998-38836 with Scrivener's affidavit recorded as Instrument No. 1998-41636.

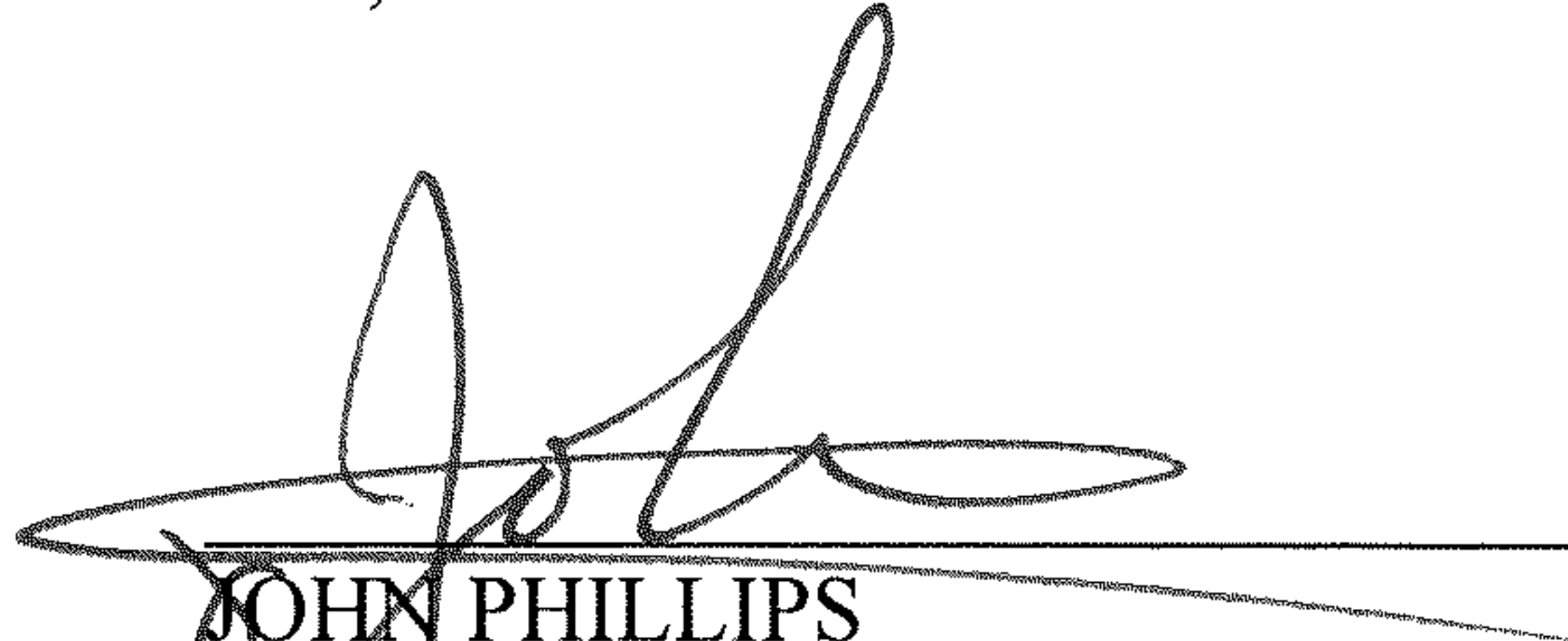
- 14. Restrictions, limitations and conditions as set out in Map Book 25, Page 38A & B.
- 15. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Map Book 25, Page 38 A & B in Probate Office.
- 16. Riparian and other rights created by the fact the subject property lies adjacent to North Lake at Greystone Owner's Association, Inc. and The Cove at Greystone Homeowner's Association, Inc. as set out in Instrument No. 1999-24249 and Instrument No. 1998-18416.
- 17. Rights of others to use of Lake.
- 18. Agreement with The Cove Swim and Tennis Club as set out in Instrument No. 1999-40043.
- 19. Restrictions with Alabama Power Company, The City of Hoover, North Shelby Library and U.G. Distribution as recorded in Instrument No. 2000-11841.

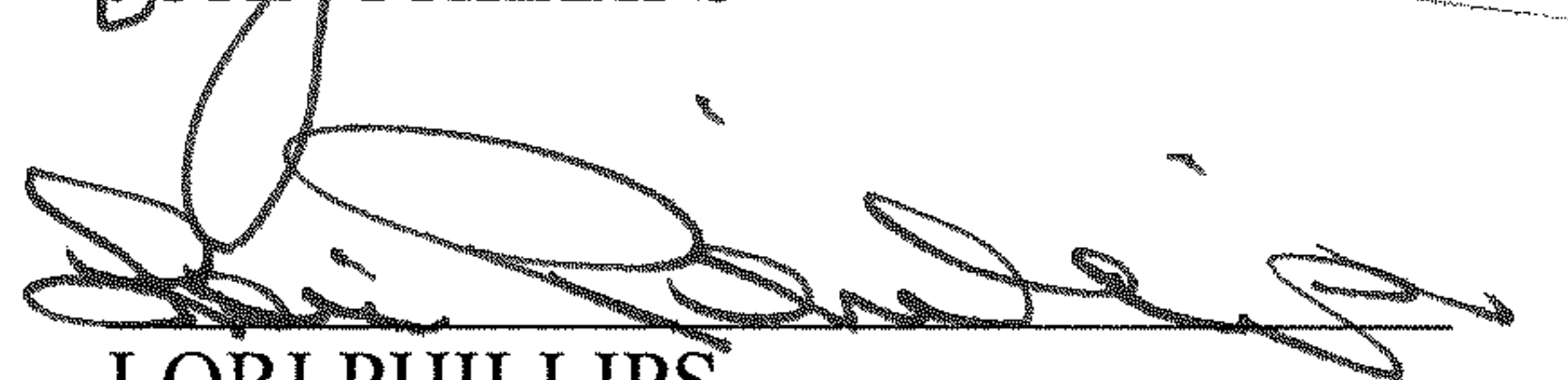
\$239,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

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 Grantors, have hereunto set their hand and seal this the 26th day of October, 2018.

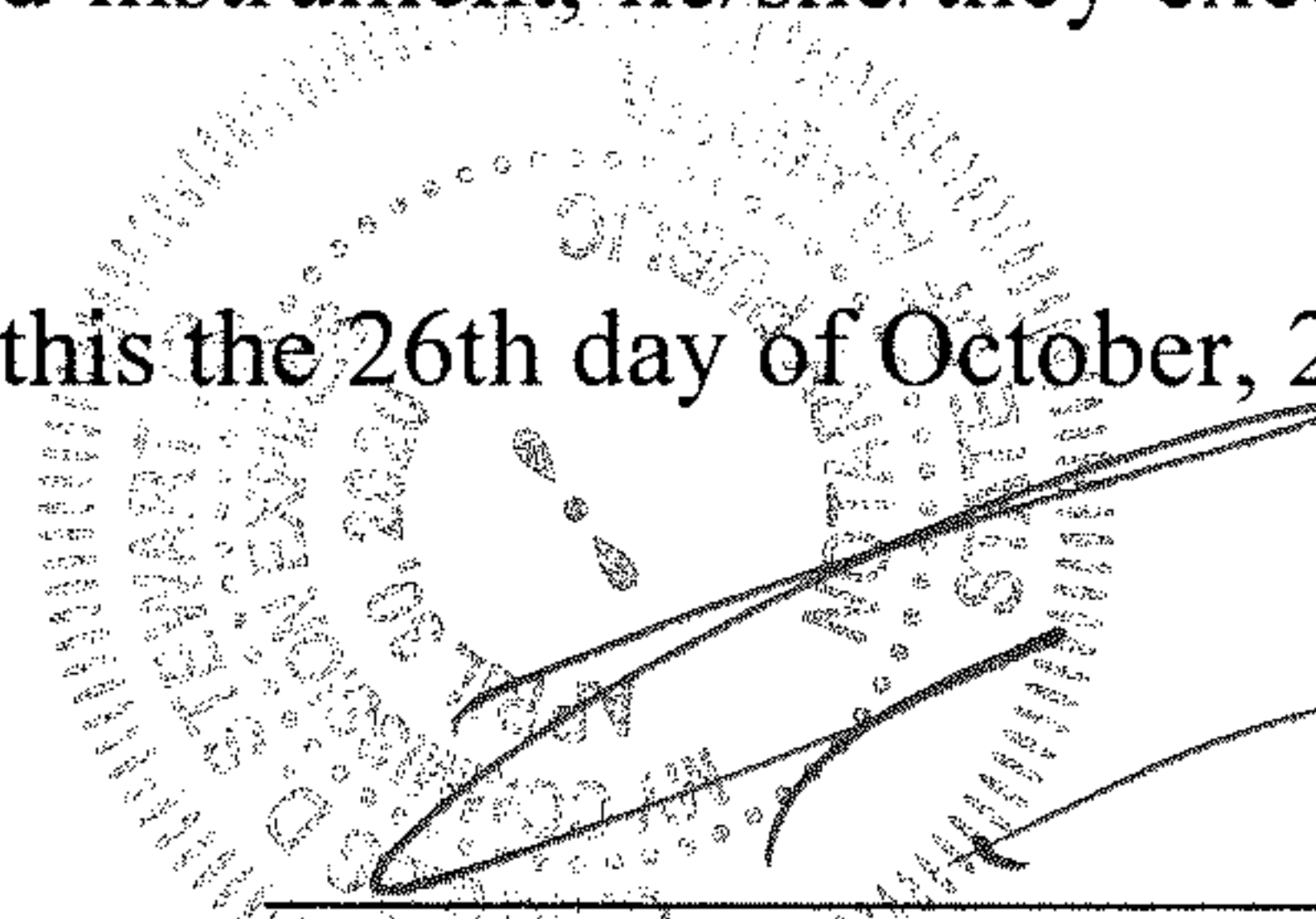
  
 JOHN PHILLIPS

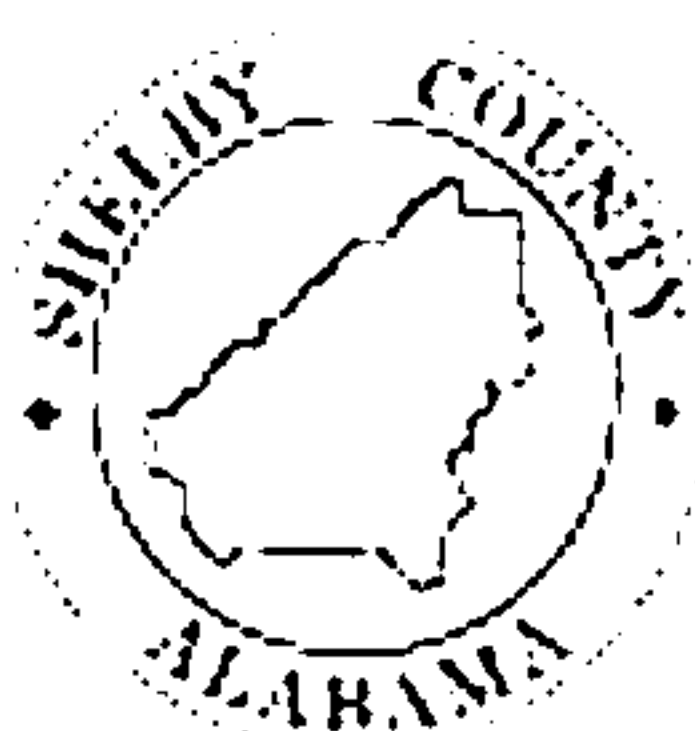
  
 LORI PHILLIPS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOHN PHILLIPS and LORI PHILLIPS 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 26th day of October, 2018.

  
 \_\_\_\_\_  
 Notary Public  
 Print Name: Charles D. Stewart, Jr.  
 Commission Expires: 4/30/20



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 10/30/2018 03:13:16 PM  
 \$268.00 JESSICA  
 20181030000384610

*Allen S. Bayl*