

Send tax notice to:  
MICHAEL GARRETT  
5512 LAKES EDGE DRIVE  
HOOVER, 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

2018603

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Ninety-Three Thousand Five Hundred and 00/100 Dollars (\$393,500.00) **the amount which can be verified in the Sales Contract between the two parties** in hand paid to the undersigned, **CHARLES W. COX, III and CYNTHIA B. COX, HUSBAND AND WIFE** whose mailing address is: 453 EATON ROAD, BIRMINGHAM, AL 35242 (hereinafter referred to as "Grantors") by **MICHAEL GARRETT and MAUREEN GARRETT and MARTA E GARRETT** whose property address is: 5512 LAKES EDGE DRIVE, HOOVER, 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 26, according to the Amended Final Recorded Plat of Greystone Farms Lake's Edge Sector, as recorded in Map Book 21, Page 79, 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. Subject to existing easements, restrictions and covenants, set back and rights of way, if any, of record.
3. Subject to all matters as set forth as shown on the plat as recorded in Map Book 21, Page 79 of the Probate Records of Shelby County, Alabama.
4. 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, 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 Records
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121, page 294 and Deed Book 60, page 260 in said Probate Office;
6. Right(s)-of-Way(s) granted to the Water Works and Sewer Board of the City of Birmingham by instrument(s) recorded as Instrument #1993-20841 in said Probate Office;
7. Amended and Restated restrictive covenants as set out in instrument recorded in Real 265, page 96 in said Probate Office;
8. Rights of others to the use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, page 799 in said Probate Office;
9. Shelby Cable Agreement recorded in Real 350, page 545 in said Probate Office;
10. Covenants and Agreement for water service as set out in an Agreement recorded in Real Book 235, page 574 as modified by Agreement recorded as Instrument #1992-20786, as further modified by Agreement recorded as Instrument #1993-20840 in said Probate Office;

11. Right-of-Way to The Water Works and Sewer Board of the City of Birmingham recorded as Instrument #1993-20841 in said Probate Office;
12. Development Agreement including restrictions and covenants as set out in instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument #1994-22318 in said Probate Office;
13. Restrictions, covenants and homeowners association pertaining to Greystone Farms recorded as Instrument 11995-16401 in said Probate Office and First Amendment thereto recorded as Instrument 11996-01432 and Second Amendment thereto recorded as Instrument #1996-21440 and Third Amendment thereto recorded as Instrument #1997-02587 in said Probate Office;
14. Easements and building setback lines as shown per recorded plat;
15. Right of way to Birmingham Water Works recorded as Instrument #1995-11637;
16. Sanitary Sewer Easement as shown by Instrument #1995-4395 and Map Book 19, page 96 in said Probate Office; Easement to BellSouth Telecommunications recorded as Instrument #1995-7422;
17. Greystone Farms Reciprocal Easement Agreement recorded as Instrument #1995-16400 in said Probate Office;
18. Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403 in said Probate Office.

\$0.00 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 October, 2018.

  
CHARLES W. COX, III  
  
CYNTHIA B. COX

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES W. COX, III and CYNTHIA B. COX 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 October, 2018.

Notary Public  
Print Name:   
Commission Expires: 



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/02/2018 11:11:52 AM  
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