

This Instrument was Prepared by:
Stuart J. Garner
Stuart J. Garner, LLC
1400 Urban Center Drive
Suite 470
Vestavia Hills, AL 35242
File No.: 2020117

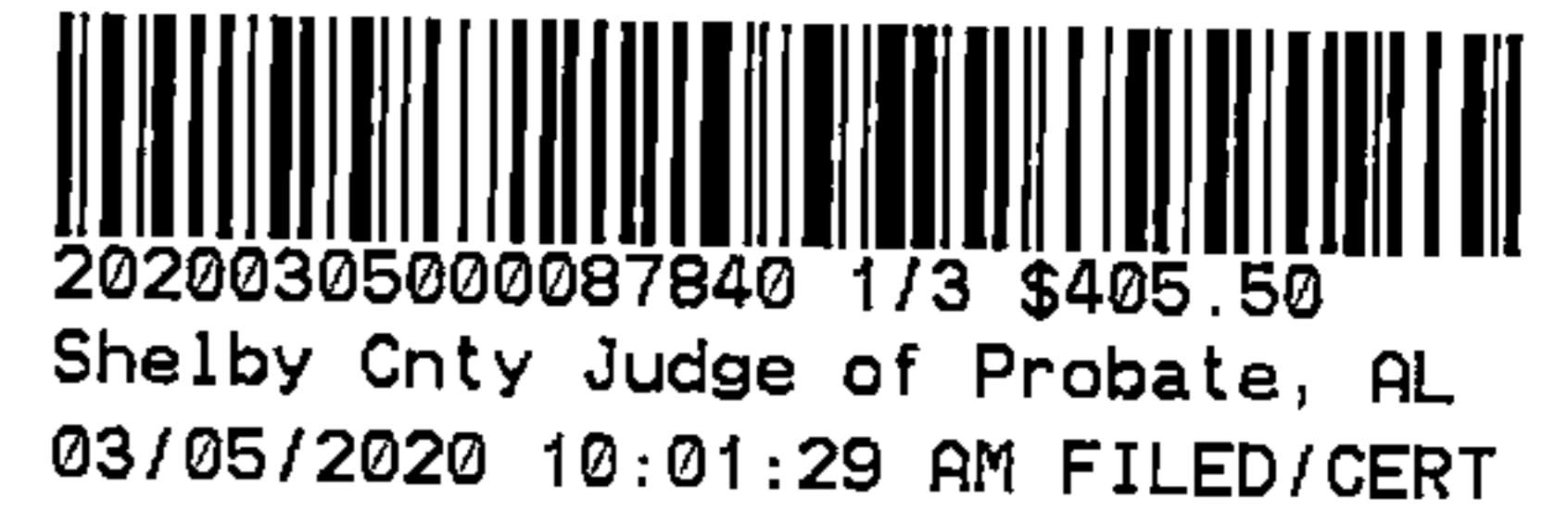
Send Tax Notice To: Joseph N. Garner
Amy M. Garner
8198 Castlehill Road
Birmingham, AL 35242

WARRANTY DEED JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

State of Alabama

} Know All Men by These Presents:

County of Shelby



That in consideration of the sum of **Eight Hundred Fifty Nine Thousand One Hundred Twenty Five Dollars and No Cents (\$859,125.00)**, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **Jason R. Thomas, an unmarried man**, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **Joseph N. Garner and Amy M. Garner**, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama, the address of which is **8198 Castlehill Road, Birmingham, AL 35242**; to wit;

LOT 54, ACCORDING TO THE SURVEY OF GREYSTONE, 8TH SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 93 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Subject To:


1. **Property Taxes for 2020, and subsequent years.**
2. **Building setback lines pursuant to the terms of Declaration of Covenants, Conditions and Restrictions recorded in Real 317, Page 260, as amended.**
3. **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 60, Page 260; Deed Book 51, Page 544; Deed Book 4, Page 527, and Deed Book 121, Page 294, in the Probate Office of Shelby County, Alabama.**
4. **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 instrument recorded in Map Book 20, Page 93.**
5. **Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265, Page 96, in the Probate Office of Shelby County, Alabama.**
6. **Covenant and Agreement for Water Service as set out in an Agreement recorded in Real Book 235, Page 574, and amended by agreement recorded in Inst. #1993-20840 and Inst. #1992-20786, in the Probate Office of Shelby County, Alabama.**
7. **Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, Page 274; 1st amendment in Real 317, Page 523, and 2nd amendment in Inst. #1993-3124, in the Probate Office of Shelby County, Alabama.**
8. **Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, Page 260, and amended by affidavit in Real 319, Page 235, and as further amended by First Amendment dated June 6, 1991, and recorded in Real 346, Page 942, Second Amendment recorded in Real 378, Page 904, Third Amendment recorded in Real 397, Page 958, Fourth Amendment recorded in Inst. #1992-17890, Fifth Amendment in Inst. #1993-3123, Sixth Amendment in Inst. #1993-10163, Seventh Amendment in Inst. #1993-15932, Eighth Amendment in Inst. #1993-20968, Ninth Amendment recorded in Inst. #1993-32840, Tenth Amendment in Inst. #1994-23329, Eleventh Amendment in Inst. #1995-8111, Twelfth Amendment recorded in Inst. #1993-24267, Thirteenth Amendment recorded in Inst. #1995-34231, Fourteenth Amendment in Inst. #1996-19860, Fifteenth Amendment recorded in Inst. #1996-37514, Sixteenth Amendment recorded in Inst. #1996-39737, and Seventeenth Amendment recorded in Inst. #1997-2534, and as shown by Map Book 20, Page 93, in the Probate Office of Shelby County, Alabama.**
9. **Cable Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as recorded in Real 350, Page 545, in the Probate Office of Shelby County, Alabama.**
10. **Transmission Line Permit to Alabama Power Company as shown by instruments recorded in Deed Book 139, Page 124 and Deed Book 138, Page 595, in the Probate Office of Shelby County, Alabama.**
11. **Easement for ingress and egress as set out in Real 265, Page 316, in the Probate Office of Shelby County, Alabama.**
12. **Utility Easement Agreement as shown in Inst. #1993-25946, in the Probate Office of Shelby County, Alabama.**
13. **Access Easement Agreement as set out by Inst. #1993-25945, in the Probate Office of Shelby County, Alabama.**
14. **Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in Inst. #1996-2849, in the Probate Office of Shelby County, Alabama.**

\$482,000.00 of the purchase price of the above described property was financed with the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted 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 Grantees, their heirs and assigns forever, against the lawful claims of all person.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 2nd day of March, 2020.

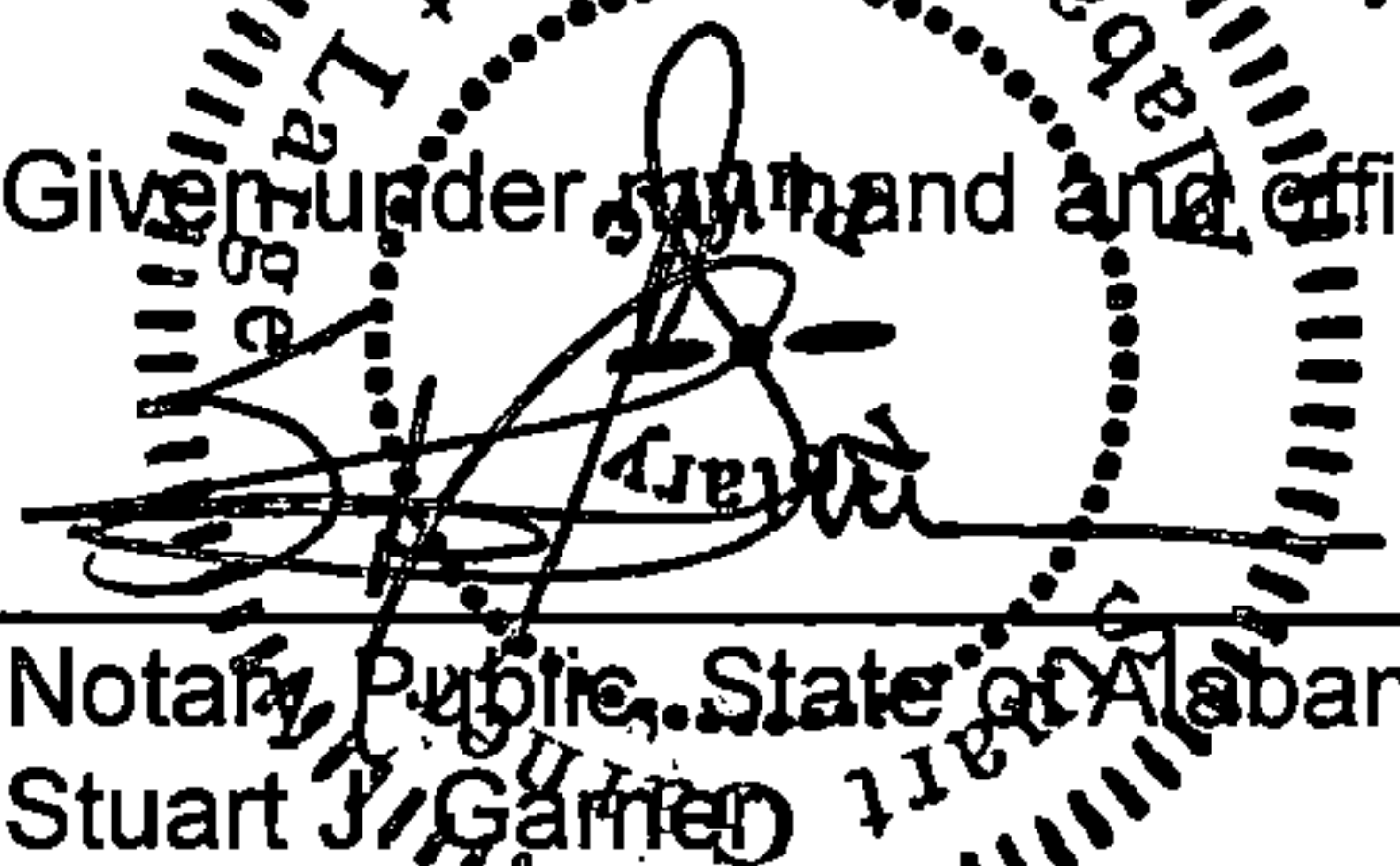

Jason R. Thomas

State of Alabama


County of Jefferson

I, Stuart J. Garner, a Notary Public in and for the said County in said State, hereby certify that Jason R. Thomas, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of March, 2020.



Notary Public, State of Alabama
Stuart J. Garner
My Commission Expires: August 19, 2021


20200305000087840 2/3 \$405.50
Shelby Cnty Judge of Probate, AL
03/05/2020 10:01:29 AM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name Jason R. Thomas
Mailing Address 5615 Canongate Lane
Birmingham, AL 35242

Grantee's Name Joseph N. Garner
Amy M. Garner
Mailing Address 8198 Castlehill Road
Birmingham, AL 35242

Property Address 8198 Castlehill Road
Birmingham, AL 35242

Date of Sale March 02, 2020
Total Purchase Price \$859,125.00

Shelby County, AL 03/05/2020
State of Alabama
Deed Tax: \$377.50

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
X Sales Contract
X Closing Statement
Appraisal
Other

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 of 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 March 02, 2020

Print Jason R. Thomas

Unattested

[Signature]
(verfied by)

Sign [Signature]
(Grantor/Grantee/Owner/Agent) circle one

