## 20200320000110150 03/20/2020 09:03:16 AM DEEDS 1/2

Send tax notice to:
KEVIN WALDROP
4007 HIGH COURT 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

2020148

### WARRANTY DEED

# KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Ninety-Nine Thousand and 00/100 Dollars (\$499,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, NAUMAN A YUSAFI and MARIA YUSAFI, husband and wife whose mailing address is: 7145 Madonna De Las Vegas NV 89154 (hereinafter referred to as "Grantors") by KEVIN WALDROP and CHRISTY WALDROP whose property address is: 4007 HIGH COURT 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 19, according to the Survey of Greystone, 4th Sector, Phase II, as recorded in Map Book 22, Page 27, in the Probate Office of Shelby County, Alabama.

#### SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2019 which constitutes a lien but are not yet due and payable until October 1, 2020.
- 2. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Greystone 4th Sector Phase II recorded in Map Book 22, Page 7, in the Office of the Judge of Probate of Shelby County, Alabama.
- 3. 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 and those rights reserved in Deed Book 60, Page 260, Deed Book 121, Page 294 and in Deed Book 51, Page 544.
- 4. Underground transmission line permit granted to Alabama Power Company as recorded in Deed Book 305, Page 637 and Instrument #1992-26822.
- 5. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Real 317, Page 260 amended by Affidavit in Real 319, Page 235; 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# 1993-16982, 8th Amendment in Instrument # 1993-20968, 9th Amendment in Instrument# 1994-23329, 11th Amendment in Instrument# 1995-8111, 12th 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

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- Instrument# 1997-38614, 21st Amendment in Instrument# 1999-3331; 22<sup>nd</sup> Amendment in Instrument# 1999-6309 and any amendments thereto.
- 6. Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County as set out in Real 235, Page 574 and amended by agreement as set out in Instrument #1993-20840 and Instrument #1992-20786.
- 7. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., as recorded in Real 350, Page 545.
- 8. Covenant 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 22, Page 27.
- 9. Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, Page 274 and 1st amendment in Real 317, Page 253 and 2nd amended in Instrument #1993-3124.
- 10. Supplemental Protective Covenants by Daniel Oak Mountain Limited Partnership and St. Charles at Greystone, Inc., for Greystone Lake I Property as recorded in Real 378, Page 948.
- 11. Release of damages as set forth in Instrument #1998-38170.
- 12. Any portion of subject property lying within the Right of Way of Hugh Daniel Drive
- 13. Any portion of subject property lying within the Right of Way of Private Road.
- 14. Articles of Incorporation of Greystone Residential Association, Inc. as recorded in Book 042, Page 832.

\$452,423.00 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 \_\_\_\_\_day of March, 2020.

MARIA YUSAFI

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that NAUMAN A YUSAFI and MARIA YUSAFI 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 saffle voluntarily on the day the same bears date.

Given under my hand and official seal this the

Notary F Print Na

Print Name Commission

Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/20/2020 09:03:16 AM
\$72.00 CHERRY
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Filed and Recorded

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