

This Instrument Prepared By:

C. Ryan Sparks, Attorney
2635 Valleydale Road, Suite 200
Birmingham, Alabama 35244
DIRECT: 205-215-8433

Send Tax Notice To Grantees Address:

Cody J. Hall and Catey Hall
410 North Lake Road
Birmingham, Alabama 35242

WARRANTY DEED WITH JOINT RIGHT OF SURVIVORSHIP

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) DOLLARS**, and other good and valuable consideration, this day in hand paid to the undersigned **CHARLES MILLER and DEBERAH MILLER, husband and wife**, (herein referred to as "Grantors"), in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, the Grantors do hereby give, grant, bargain, sell and convey unto the Grantees, **CODY J. HALL and CATEY HALL**, (herein referred to as "Grantees"), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, all of the Grantors' interest in the following-described Real Estate situated in, **SHELBY COUNTY, ALABAMA**, to wit:

Lot 31, according to the First Amended Plat of Greystone Farms North, Phase 1, as recorded in Map Book 23, Page 57, in the Probate Office of Shelby County, Alabama.

Subject to:

1. General and special taxes or assessments for the year 2020 and subsequent years not yet due and payable.
2. Municipal improvements, taxes, assessments, and fire district dues against subject property, if any.
3. Mineral and mining rights not owned by Grantors.
4. Any applicable zoning ordinances.
5. Easements, encroachments, building set back lines, rights-of-ways as shown of record by recorded plat or other recorded instrument, including any amendments thereto.
6. All matters, facts, easements, restrictions, assessments, covenants, agreements and all other terms and provisions in Map Book , Page .
7. Release of Damages, Restrictions, Modifications, Covenants, Conditions, Rights, Privileges, Immunities and Limitations as set out in Instrument 1999-26765.
8. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 121, Page 294 and Deed Book 60, Page 260, and any damages r
9. Amended and restated restrictive Covenants as set out in Instrument recorded in Real 265, Page 96.
10. Shelby Cable Agreement as set out in Real 350, Page 545.

11. Building setback line as set out in the Declaration of Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Instrument No. 1996-17498 and amended in Instrument No. 1998-10063 and as shown by Map Book 23, Page 57.
12. Covenants and Agreement for Water Service as set out in Agreement recorded in Real 235, Page 574 as modified by instrument No. 1992-20786 and further modified by instrument No. 1993-20840.
13. Development Agreement including restrictions and covenants as set out in Instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Associations, Inc., Greystone Ridge Inc. and United States Fidelity and Guaranty Company as recorded
14. Greystone Farms Reciprocal Easement Agreement as recorded in Instrument No. 1995-16400 and Instrument No. 1996-17497.
15. Agreement with regard to sanitary sewer system as set out in Map Book 19, Page 96 and Instrument No. 1995-4395.
16. Declaration of Covenants, Conditions, and Restrictions as to Greystone Farms North as recorded in Instrument No. 1996-17498 and amended in Instrument No. 1998-10063.
17. Articles of Incorporation of Greystone Farms North Owners Association as recorded in Instrument No. 1996-199 and First Amendment recorded in Instrument No. 1997-8840.
18. Easement Agreement by and between Greystone Farms North, LLC, Equine Partners, LLC, North Lake at Greystone Owners Association, Inc. and Greystone Cove, LLC recorded in Instrument No. 1998-18416.
19. Reciprocal Use Agreement by and between North Lake at Greystone Owner's Association, Inc. and the Cove at Greystone Homeowners Association, Inc. as set out in Instrument No. 1999-24249.

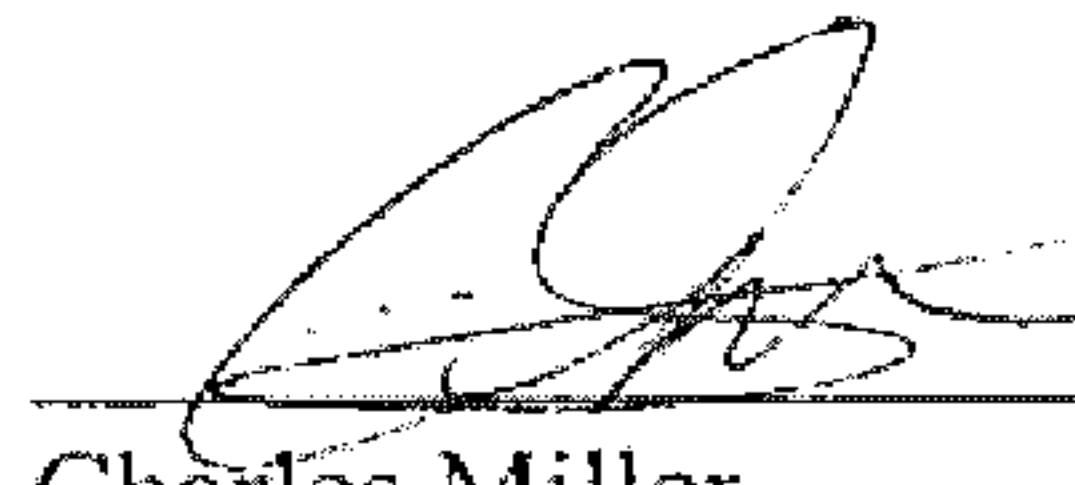
The purchase of the herein described real property is being financed in whole or in part by the proceeds of a purchase money mortgage being executed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivorship of them in fee simple, and to the heirs and assigns of such survivor, forever.

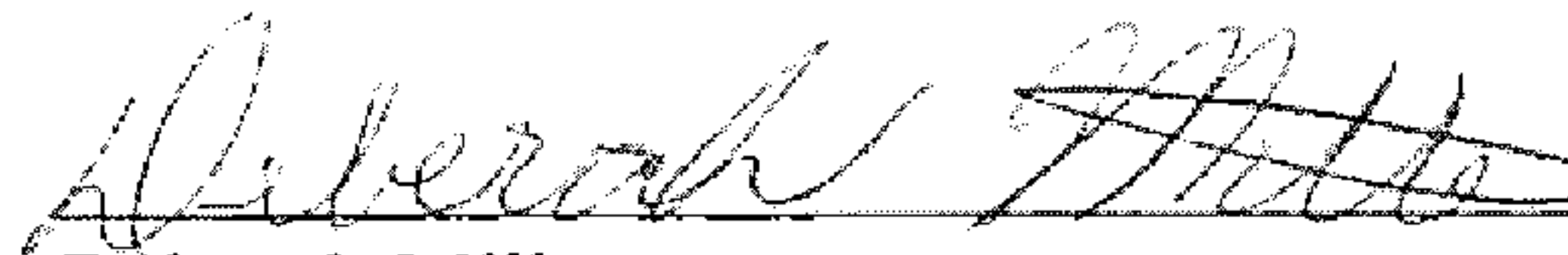
AND SAID GRANTORS, for said GRANTORS', GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEES, and with GRANTEES' heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all liens and encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any restrictions pertaining to the Real Estate of record in the Probate Office of SHELBY COUNTY; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of August 14, 2020.

GRANTORS:



Charles Miller

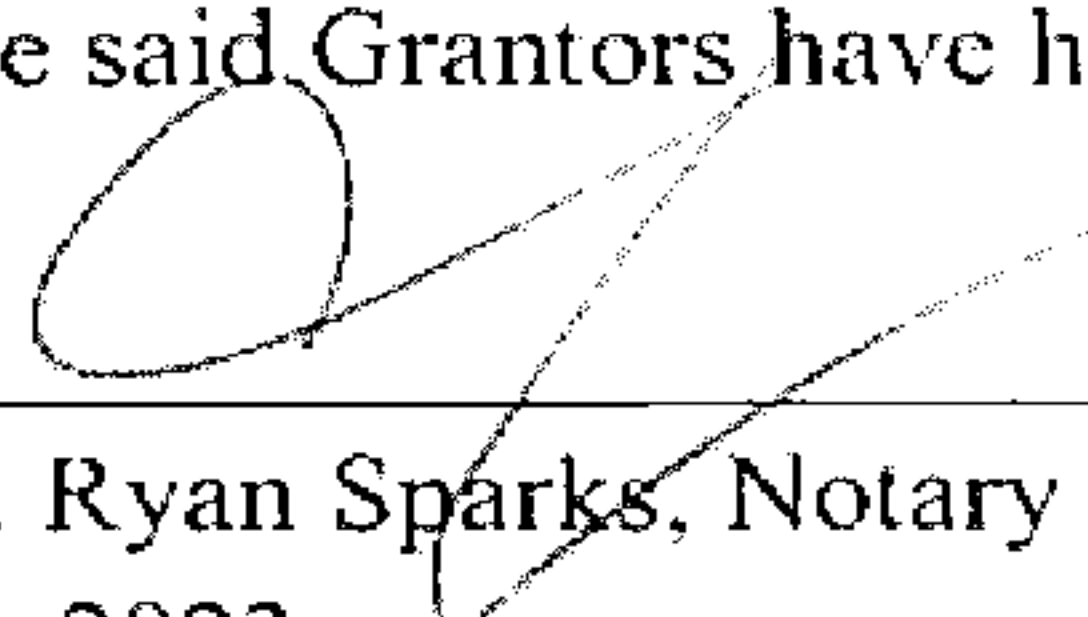


Deberah Miller

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Charles Miller and Deberah Miller, whose names are each signed to the above and foregoing conveyance, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Charles Miller and Deberah Miller each executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of August 14, 2020.



C. Ryan Sparks, Notary Public

My Commission Expires: December 10, 2023



Real Estate Sales Validation Form

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

Grantor's Name Charles Miller
 Mailing Address Deberah Miller
410 North Lake Road
Birmingham, AL 35242

Grantee's Name Cody J. Hall
 Mailing Address Catey Hall
410 North Lake Road
Birmingham, AL 35242

Property Address 410 North Lake Road
Birmingham, AL 35242

Date of Sale 8/14/20
 Total Purchase Price \$ 750,000.00
 or
 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
☐ Sales Contract
☐ 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 or 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 8/14/20

Print C. Ryan Sparks

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/24/2020 09:33:47 AM
 \$271.00 CHARITY
 20200824000366450

Allen S. Boyd

Form RT-1