

Send tax notice to:
WILLIAM B CALDWELL JR.
352 WOODWARD COURT
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

2020838

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Eighty-Four Thousand Nine Hundred and 00/100 Dollars (\$584,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **ROGER L SWARTZWELDER, an unmarried man** whose mailing address is: 3160 Virginia Bluebell Ct, Fairfax, VA 22031 (hereinafter referred to as "Grantors") by **WILLIAM B CALDWELL JR. and DIANE D CALDWELL** whose property address is: **352 WOODWARD COURT, 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 2, ACCORDING TO THE SURVEY OF LEGACY PLACE OF GREYSTONE, AS RECORDED IN MAP BOOK 27, PAGE 36, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2020 which constitutes a lien but are not yet due and payable until October 1, 2021.
2. Easement(s), building line(s) and restriction(s) as shown on recorded map.
3. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Inst. No.1999-50995 and Amendment No. 1 recorded in Inst. No. 2000-12771, Amendment No. 2 recorded in Inst. No. 2000-34390, Amendment No. 4 recorded In Inst. No. 2001- 16407, Amendment No. 5 recorded In Inst. No. 2001-481193, together with a Reciprocal Easement Agreement as set forth in Ins't. No. 2001-38396, Supplemental Covenants for Legacy Place of Greystone as set forth in Inst. No. 2000-25238 and assignment of Developer Rights as set forth in Document #2002-45222, as recorded in Shelby County, Alabama.
4. Declaration of Use Restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. and Walter Dixon, as recorded in Inst. No. 1999-12252 and amended in Inst. No. 2000-12771, as recorded in Shelby County, Alabama.
5. Declaration of Watershed Protective Covenants for Greystone Development as set forth in Inst. No. 2000-17644 together with Assignment and Assumption Agreement as set forth in Inst. No. 2000-206258, as recorded in Shelby County, Alabama.
6. Easement Agreement between the City of Birmingham and Greystone Development Company, LLC as set forth in Inst. No. 2000-17642, as recorded in Shelby County, Alabama.
7. Access Easement Agreement as set forth in Inst .. No. 1999-12253, as recorded in Shelby County, Alabama. (affects entrance road)

8. Easement Agreement as forth in Inst .. No. 1999-12254, as recorded in Shelby County, Alabama.
9. Access Easement Agreement and right of First Refusal Agreement as set forth in Inst. No. 1999-7167.
10. Consent Agreement by and between Charles Steven Daughtry and Greystone Development Co., LLC, as recorded in Shelby County, Alabama.
11. Articles of Incorporation of Legacy Place Homeowners' Association, Inc. as set forth in Inst. No. 2000-25236, as recorded in Shelby County, Alabama.
12. Easement in favor of Alabama Power Company as set forth in Real 133. Page 551, Real 142, Page 188 and Deed Book 351, Page 1, as recorded in Shelby County, Alabama.
13. Right-of-way in favor of South Central Bell as set forth in Real 21, Page 312, as recorded in Shelby County, Alabama.
14. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface of subsurface conditions but may now or hereafter exist or occur or cause damage to subject property, as shown by Map Book 27, Page 36.
15. Restrictions appearing of record in Inst. No. 2004-12975.
16. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto,, including release of damages, are not insured herein.

\$438,675.00 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 30 day of October, 2020.

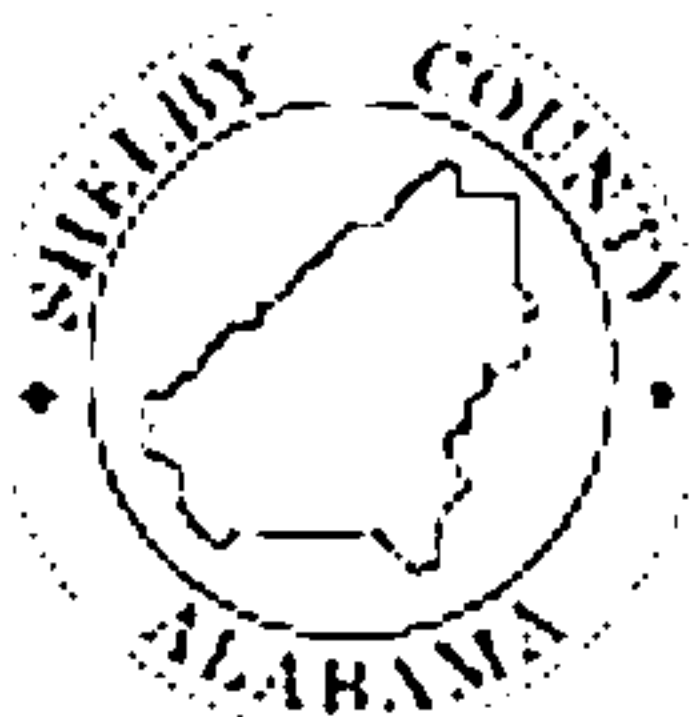

 ROGER L SWARTZWELDER

STATE OF ALABAMA
 COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROGER L. SWARTZWELDER 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 30 day of October, 2020.

Notary Public
 Print Name:
 Commission Expires:



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/05/2020 03:32:03 PM
 \$171.50 CHARITY
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Allen S. Bayl