

Send tax notice to:  
FARROKH BINESH  
1120 HAVEN 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

20201022

SHELBY COUNTY

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Nineteen Thousand Five Hundred and 00/100 Dollars (\$419,500.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **CINDY SEWELL and JEFFREY SCOTT SEWELL, wife and husband**, whose mailing address is: 230 Farmingdale Trace Harpersville, AL (hereinafter referred to as "Grantors") by **FARROKH BINESH and NASIM DAEMI** whose property address is: **1120 HAVEN 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 6, according to the Survey of The Haven at Greystone 1st Sector, as recorded in Map Book 31, Page 47, 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. Restrictions appearing of record in Inst. No. 2004-14778 and Inst. No. 2002-47959.
4. 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.
5. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set out in instrument(s) recorded in Inst. No. 1999-50995, 1<sup>st</sup> Amendment in Inst. No. 2000-4911, 2nd Amendment in Inst. No. 2000-34390, 3rd Amendment in Inst. No. 2000-40197 and 4th Amendment in Inst. No. 2001-16407 and 5th Amendment in Inst. No. 2001-48193 and 6th Amendment in Inst. No. 2002-40139 and 7<sup>th</sup> Amendment in Inst. No. 2002-7958 and 8th Amendment in Inst. No. 2003-10779 and 9th Amendment in Inst. No. 2003-25340 and 10<sup>th</sup> Amendment in Inst. No. 2003-28300 in Shelby County, Alabama.
6. Declaration of Watershed Protective Covenants for Greystone Development recorded in Inst. No. 2000-17644 and 1<sup>st</sup> Amendment in Inst. No. 2002-47637 with Assignment and Assumption Agreement recorded in Inst. No. 2000-20625 in Probate Office of Shelby County, Alabama and Inst. No. 200006-5078, in Probate Office of Jefferson County, Alabama.
7. Covenants and Agreement for Water Service dated April 24, 1989, between Dantract, Inc. and Daniel Realty Corporation and Shelby County, as recorded in Real 235, Page 574, along with Amendment recorded in Inst. No. 1992-20786 and 2nd Amendment recorded in Inst. No. 1993-20840 in Probate Office of Shelby County, Alabama, as shown on the survey of K.B. Weygand & Associates, P.C. dated December 17, 1988, last revised February 3, 1999.
8. Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions, including the Right of First Offer as set out in Inst. No. 1998-322193 in the Probate Office of Shelby


- County, Alabama as shown on the survey of K.B. Weygand & Associates P.C. dated December 17, 1988, last revised February 3, 1999.
9. Reciprocal Easement Agreement by and between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Development Company, LLC and Greystone Legacy Homeowners recorded in Inst. No. 2001-38396 in Probate Office of Shelby County, Alabama.
  10. Right-of-way granted to Shelby County recorded in Inst. No. 2004-1560.

\$398,500.00 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 1<sup>st</sup> day of December, 2020.

  
CINDY SEWELL

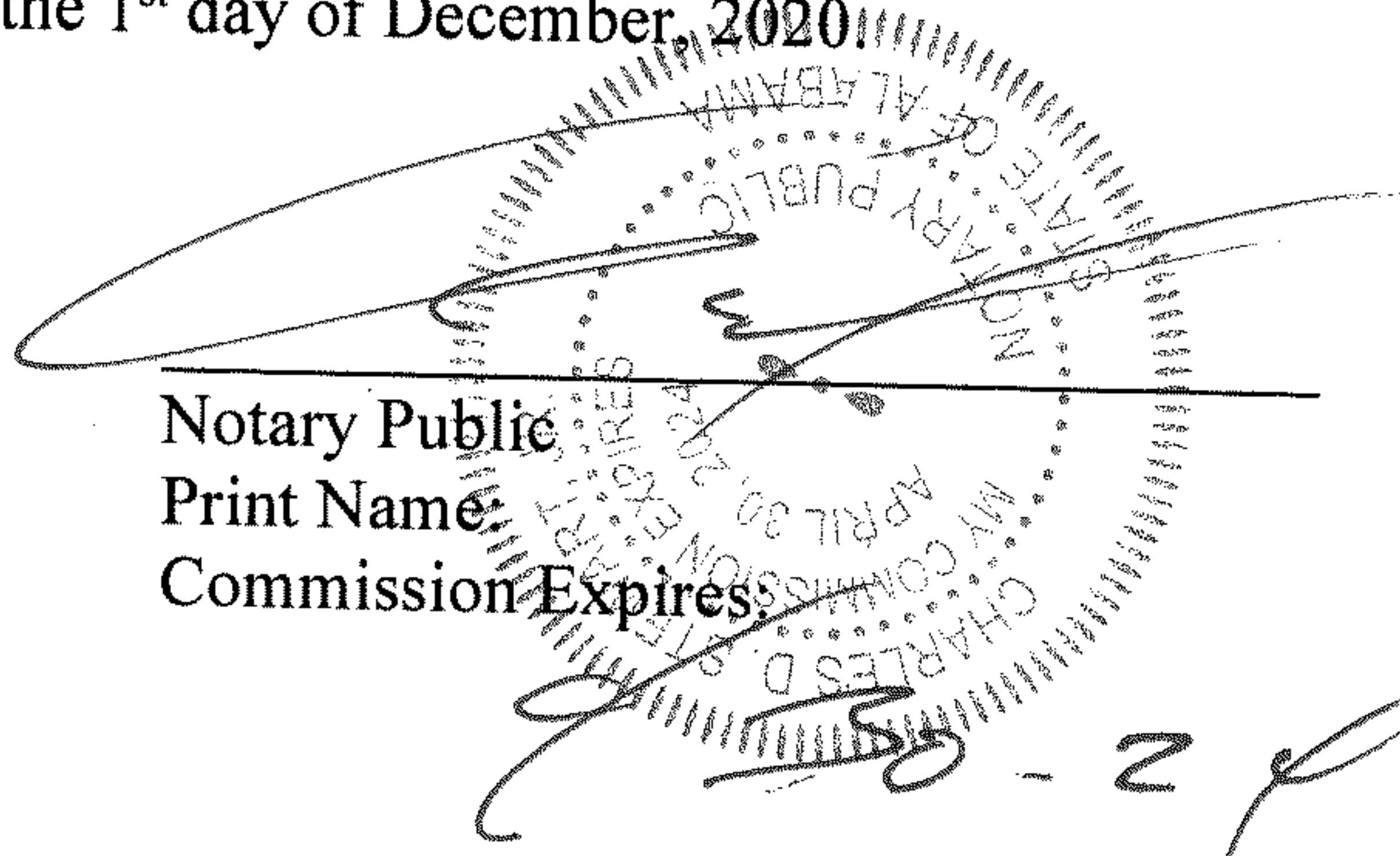
  
JEFFREY SCOTT SEWELL

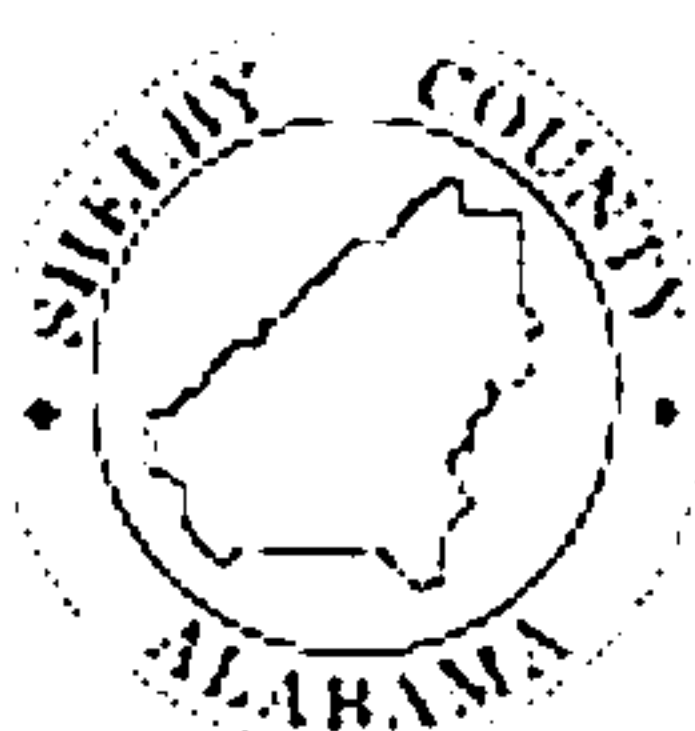
STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CINDY SEWELL and JEFFREY SCOTT SEWELL 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 1<sup>st</sup> day of December, 2020.

  
Notary Public  
Print Name:  
Commission Expires:



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/07/2020 03:20:08 PM  
\$55.00 CHARITY  
20201207000559170

