

20210405000168740  
04/05/2021 02:59:35 PM  
DEEDS 1/2

Send tax notice to:  
ANTHONY LEVERT CRUTCH  
3620 SHANDWICK PLACE  
HOOVER, 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

2021209T

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **ROGER W VARNER and DEBRA C VARNER, husband and wife**, whose mailing address is: 2364 Village Center St. Hoover AL 35226 (hereinafter referred to as "Grantors") by **ANTHONY LEVERT CRUTCH and ABIGAIL CRUZ CRUTCH** whose property address is: **3620 SHANDWICK PLACE, HOOVER, 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 96, according to the Survey of Greystone, 1st Sector, Phase II, as recorded in Map Book 15, page 58, 59, 60 and 61, in the Office of the Judge of Probate of Shelby County, Alabama.**

**Together with the nonexclusive easement to use the private roadways, common areas, and Hugh Daniel Dr., as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions, dated 11/06/1990, and recorded in Real 317, page 260, in the Office of the Judge of Probate of Shelby County, Alabama. (together with all amendments thereto, is hereinafter collectively referred to as the "Declaration".)**

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. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Greystone, 1st Sector, Phase II, as recorded in Map Book 15, page 58, 59, 60 and 61, 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, including those recorded in Deed Book 4, page 497.
4. Covenants, Conditions and Restrictions as recorded in Book 317, Page 260, Book 346, Page 873, Book 378, page 904; Book 397, page 957; Real 265, page 96; 380, Page 635; Book 873, Page 942; Instrument #1995-163991.
5. Release of Damages and restrictions as recorded in Real 317, Page 260 and Instrument #1992-18790.
6. Rights of others to the use of Hugh Daniel Drive, as recorded in Deed Book 301, page 799.
7. Covenant and Agreement for Water Services, as recorded in Real 235, Page 574.
8. Reciprocal Easements Agreement pertaining to access and roadway easements as set out in Real 312, Page 274, and as amended by Real 317, Page 253.
9. Easement agreement between Daniel Oak Mountain Limited Partnership and Greystone Residential Association, Inc, and Greystone Golf, LLC, and Greystone Golf

Club, Inc., in favor of Shelby County, Alabama, as recorded in Instrument # 2004010200000157.

- 10. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, Page 545.
- 11. Deed, Agreement, and Assignment between Daniel Oak Mountain Limited Partnership and Greystone Residential Association, Inc., as recorded in Instrument # 20040123000039510.
- 12. Transmission Line Permits to Alabama Power Company, recorded in Deed Book 109, Page 505.

\$425,000.00 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 April, 2021.

*Roger W Varner*  
 \_\_\_\_\_  
 ROGER W VARNER

*Debra C Varner*  
 \_\_\_\_\_  
 DEBRA C VARNER

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROGER W VARNER and DEBRA C VARNER 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 April, 2021.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 04/05/2021 02:59:35 PM  
 \$575.00 CHARITY  
 20210405000168740

*Alli S. Boyd*