20211027000520880 10/27/2021 12:49:26 PM

DEEDS 1/2

Send tax notice to:

JAMES W UNDERWOOD, III 6120 ROSEMONT 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 Shelby COUNTY

2021765

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Forty-Nine Thousand Nine Hundred and 00/100 Dollars (\$749,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, STEVEN S JACKSON and KIMBERLY K JACKSON, HUSBAND AND WIFE whose mailing address is: 2120 PEROLD BEACH BUID FI 401 CRANGE BEACH, AC (hereinafter referred to as "Grantors") by JAMES W UNDERWOOD, III and AMY H UNDERWOOD whose property address is: 6120 ROSEMONT 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 22, according to the Survey of Greystone 7th Sector Phase II, as recorded in Map Book 19, Page 121, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- 1. Taxes for the year beginning October 1, 2021 which constitutes a lien but are not yet due and payable until October 1, 2022.
- 2. Public Easements as shown by recorded Map.
- 3. Building set back lines pursuant to the terms of the Declarations recorded in Real 317, page 260, as amended from time to time In the Probate Office of Shelby County, Alabama.
- 4. Mineral and mining rights and rights incident thereto recorded in Deed Book 60, page 260 and Deed Book 51, page 544, and Deed Book 4, page 486; in the Probate Office of Shelby County, Alabama.
- 5. NOTE: Map Book 19, page 121 A, Band C shows the following reservation: Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity"
- 6. Amended and Restated Restrictions appearing of record in Real 265, page 96, in the Probate Office of Shelby County, Alabama.
- 7. Covenant and Agreement for Water Services, recorded in Real 235, page 574 and amended by Instrument 1993-20840 and Instrument 1993-20786, in the Probate Office of Shelby County, Alabama.
- 8. Easement Agreement recorded in Instrument 20040102000001570, in the Probate Office of Shelby County, Alabama.
- 9. Declaration of Watershed Protective Covenants for Greystone Development recorded in Instrument 2000-17644; and amended in Instrument 20021003000476370, in the Probate Office of Shelby County, Alabama.
- 10. Right of Way granted to Alabama Power Company by Instrument recorded in Volume 109, page 505; Volume 112, page 517; Volume 305, page 637; and Real 333, page 138, in the Probate Office of Shelby County, Alabama.
- 11. Restrictions and Release of Damages as recorded in Instrument 1996-23022, in the Probate Office of Shelby County, Alabama.
- 12. Reciprocal Easement Agreement pertaining to access and roadway easements recorded in Real 312, page 274; 1st Amended by Real 317, page 253 and 2nd Amended by Instrument 1993-3126, in the Probate Office of Shelby County, Alabama.
- 13. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, page 545 in the Probate Office of Shelby County, Alabama.
- 14. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260, and Real 325, page 120, amended by Real 319, page 235 and by First Amendment to Restrictions, recorded in Real 346, page 942; Second Amendment recorded in Real 378, page 904; Third Amendment recorded in Real 397, page 958; Fourth Amendment recorded in Instrument 1992-17890; Fifth Amendment recorded in Instrument 1993-3123; Sixth Amendment recorded in Instrument 1993-10163; Seventh Amendment recorded in

Instrument 1993-16982; Eighth Amendment recorded in Instrument 1993-20968; Ninth Amendment recorded in Instrument 1993-32840; Tenth Amendment recorded in Instrument 1994-23329; Eleventh Amendment recorded in Instrument 1995-08111; Twelfth Amendment recorded in Instrument 1995-24267; Thirteenth Amendment recorded in Instrument 1995-34231; Fourteenth Amendment recorded in Instrument No. 1996-19860; Fifteenth Amendment recorded in Instrument No. 1996-37514; Sixteenth Amendment recorded in Instrument No. 1996-39737; Seventeenth Amendment recorded in Instrument No. 1997-02534; Eighteenth Amendment recorded in Instrument No. 1997-17533; Nineteenth Amendment recorded in Instrument No. 1997-30081; Twentieth Amendment recorded in Instrument 1997-38614; Twenty-First Amendment recorded in Instrument 1999-03331; Twenty-Second Amendment recorded in Instrument 1999-06309; Twenty-Third Amendment recorded in Instrument 1999-47817; Twenty-Fourth Amendment recorded in Instrument 20020717000334280 and Twenty-Fifth Amendment recorded in Instrument 20030909000604430, Twenty- Sixth Amendment recorded in Instrument 20031023000711520, and Twenty-Seventh Amendment recorded in Instrument 20031105000735510, Twenty-Eighth Amendment recorded in Instrument 20040521000271000271290, Twenty-Ninth Amendment recorded in Instrument 20040630000361770, in the Probate Office of Shelby County, Alabama.

\$548,250.00 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 \mathbb{Z}^{2} day of October, 2021.

STEVEN S JACKSON

KIMBERLY K JACKSON

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that STEVEN S JACKSON and KIMBERLY K JACKSON 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 22 day of October, 2021.

Notary Public Print Name:

Commission Expires:

Z. I. III.

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 10/27/2021 12:49:26 PM **\$227.00 BRITTANI**

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