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DEEDS 1/2

Send tax notice to: PAUL R WELCH 512 NORTH LAKE COVE 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

2022299

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Seven Hundred Seventy Thousand and 00/100 Dollars (\$770,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, JOSHUA THOMAS EVERETT and KELSE ELIZABETH EVERETT F/K/A KELSE E SABIN, HUSBAND AND WIFE whose mailing address is: 356 Shad Ridge Dr. Leeds 142 35094 (hereinafter referred to as "Grantors") by PAUL R WELCH and SERENA V WELCH whose property address is: 512 NORTH LAKE COVE, 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 27, according to the Survey of the First Amended Plat of Greystone Farms North Phase I, as recorded in Map Book 23, Page 57, 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. Easement(s). building line(s) and restriction(s) as shown on recorded map.
- 3. 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.
- 4. Amended and Restated Restrictive Covenants as set out in instrument(s) recorded in Real 265 Page 96 in Probate Office.
- 5. Shelby Cable Agreement as set out in Real 350 Page 545 in Probate Office.
- 6. Building setback line as set out in the Declaration Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Inst. No. 1996-17498 and in deed recorded as Inst. No. 1996-19030 in Probate Office.
- 7. Covenants and Agreement for water service as set out in Agreement recorded in Real Book 235 Page 574 as modified by Agreement recorded as Inst. No. 1992-20786, as further modified by Agreement recorded as Inst. No. 1993-20840 in Probate Office.
- 8. Development Agreement including restrictions and covenants as set out in instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc. Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Inst. No. 1994-22318 In Probate Office.
- 9. Greystone Farms Reciprocal Easement Agreement recorded as Inst. No. 1995-16400 in Probate Office.
- 10. Agreement in regard to sanitary sewer system as set out in Map Book 19 Page 96 and as Inst. No. 1995-4395 in Probate Office.
- 11. Greystone Farms North Reciprocal Easement Agreement recorded as Inst No.1996-17497 in Probate Office.

- 12. Declaration of Covenants, Conditions and Restrictions as to Greystone Farms North recorded as Inst. No.1998-17498.
- 13. Release of damages, restrictions, modifications, covenants, conditions, rights privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. No. 1996-19030 in the Probate Office.
- 14. Riparian Rights, if any, in and to the use of Lake.
- 15. Less and except any portion of property lying within Lake.

\$654,500.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

Kelsie Elizabeth Everett and Kelse E Sabin are one and the same person.

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 a day of June, 2022.

OSHUA THOMAS EVERETT

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOSHUA THOMAS EVERETT and KELSE ELIZABETH EVERETT 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 day of June, 2022.

Notary Public

Print Name: Commission Expires October 11, 2023

Z. III.

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 06/03/2022 11:30:07 AM

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