

This Instrument was Prepared by:
Stuart J. Garner
Stuart J. Garner, LLC
1400 Urban Center Drive
Suite 470
Vestavia Hills, AL 35242
File No.: 2022178

Send Tax Notice To: James D. Sumpter
Jennifer D. Sumpter
341 Woodward Court
Hoover, AL 35242

WARRANTY DEED JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

State of Alabama

} Know All Men by These Presents:

County of Shelby

That in consideration of the sum of **Seven Hundred Ninety Nine Thousand Nine Hundred Dollars and No Cents (\$799,900.00)**, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **Howard V. Payton Jr., an unmarried man**, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **James D. Sumpter and Jennifer D. Sumpter**, (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby, County, Alabama, **the address of which is 341 Woodward Court, Hoover, AL 35242**; to wit;

LOT 18B, LEGACY PLACE, LLC RESURVEY, AS RECORDED IN MAP BOOK 31, PAGE 122, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

HOWARD V. PAYTON, JR. IS THE SURVIVING GRANTEE OF THAT CERTAIN WARRANTY DEED FILED FOR RECORD IN INST. #20030908000596760, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. THE OTHER GRANTEE, BILLIE W. PAYTON, HAVING DIED ON OR ABOUT FEBRUARY 14, 2022.

Subject To:

1. **Property Taxes for 2022, and subsequent years.**
2. **Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Instrument #1999050995 and Amendment No. 1 recorded in Inst. #2000-12771, Amendment No. 2 recorded in Inst. #2000-34390, Amendment No. 3 recorded in Inst. #2000-40197, Amendment No. 4 recorded in Inst. #2001-16407, Amendment No. 5 recorded in Inst. #2001-481193, together with a Reciprocal Easement Agreement as set forth in Inst. #2001-25238 and assignment of Developer Rights for Legacy Place of Greystone as set forth in Inst. #2000-25238 and assignment of Developer Rights as set forth in Document #20020919000452220, and any and all subsequent amendments thereto as recorded,**
3. **Declaration of Use Restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. And Walter Dixon, as recorded in Inst. #1999-12252, and amended in Inst. #2000-12771, as recorded in the Probate Office of Shelby County, Alabama.**
4. **Declaration of Watershed Protective Covenants for Greystone Development as set forth in Instrument #2000-17644 together with Assignment and Assumption Agreement as set forth in Inst. #2000-20625, as recorded in the Probate Office of Shelby County, Alabama.**
5. **Easement Agreement between the City of Birmingham and Greystone Development Company, LLC, as set forth in Instrument #2000*-17642,**
6. **Access Easement Agreement as set forth in Inst. #1999-12253, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)**
7. **Easement Agreement as set forth in Inst. #1999-12254, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)**
8. **Access Easement Agreement and Right of First Refusal Agreement as set forth in Inst. #1999-7167, as recorded in the Probate Office of Shelby County, Alabama.**
9. **Consent and Agreement by and between Charles Steven Daughtry and Greystone Development Co., LLC, as recorded in the Probate Office of Shelby County, Alabama. (affects access)**
10. **Articles of Incorporation of Legacy Place Homeowners' Association, Inc. as set forth in Inst. #2000-25236, as recorded in the Probate Office of Shelby County, Alabama.**
11. **Easement in favor of Alabama Power Company as set forth in Real 133, Page 551 and Real 142, Page 188, as recorded in the Probate Office of Shelby County, Alabama.**
12. **Easement in favor of Alabama Power Company as set forth in Deed Book 351, Page 1,**
13. **Right of way in favor of South Central Bell as set forth in Real 21, Page 312, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)**
14. **Terms, conditions, restrictions, easements, reservations and release of damages set forth in deeds recorded under Inst. #2001-35993, Inst. #20021002000477070, and in Inst. #20030606000356120, in the Probate Office of Shelby County, Alabama.**
15. **Covenants releasing any predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions but may now or hereafter exist or occur or cause damage to subject property, as shown by Map Book 27, Page 36, as recorded in the Probate Office of Shelby County, Alabama.**
16. **Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set forth in Inst. #2000-5920, Inst. #2000-5921 and Inst. #2000-26475, in the Probate Office of Shelby County, Alabama.**

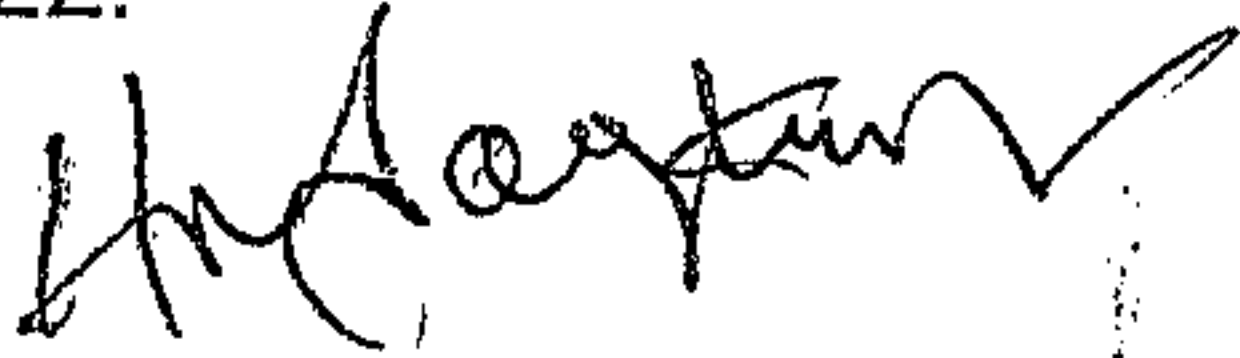
17. **Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including but not limited to such rights set forth in Deed Book 243, Page 828, as recorded in the Probate Office of Shelby County, Alabama.**

\$639,920.00 of the purchase price of the above described property was financed with the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all person.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 8th day of July, 2022.



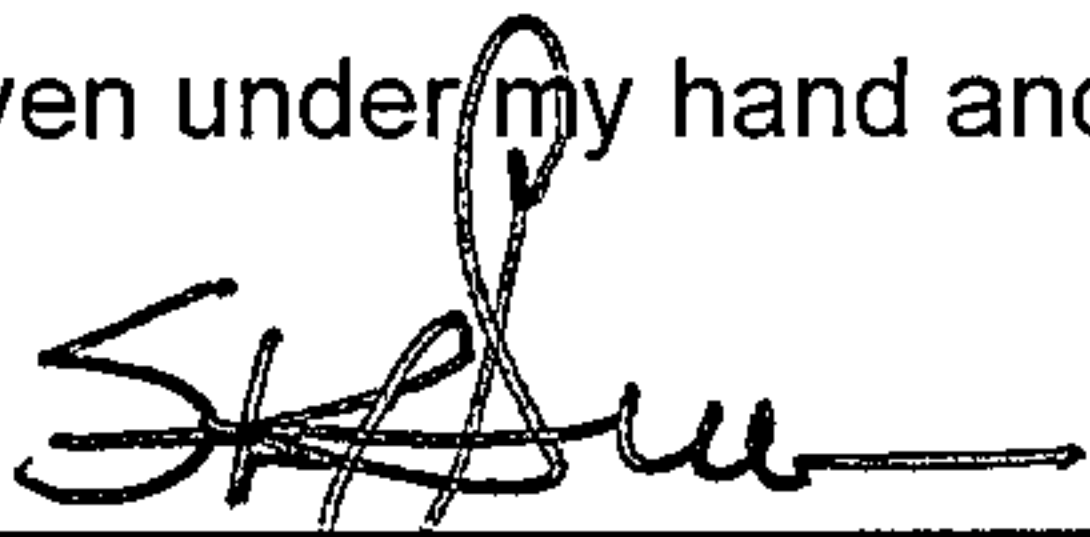
Howard V. Payton Jr.

State of Alabama

County of Jefferson

I, Stuart J. Garner, a Notary Public in and for the said County in said State, hereby certify that Howard V. Payton Jr., whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

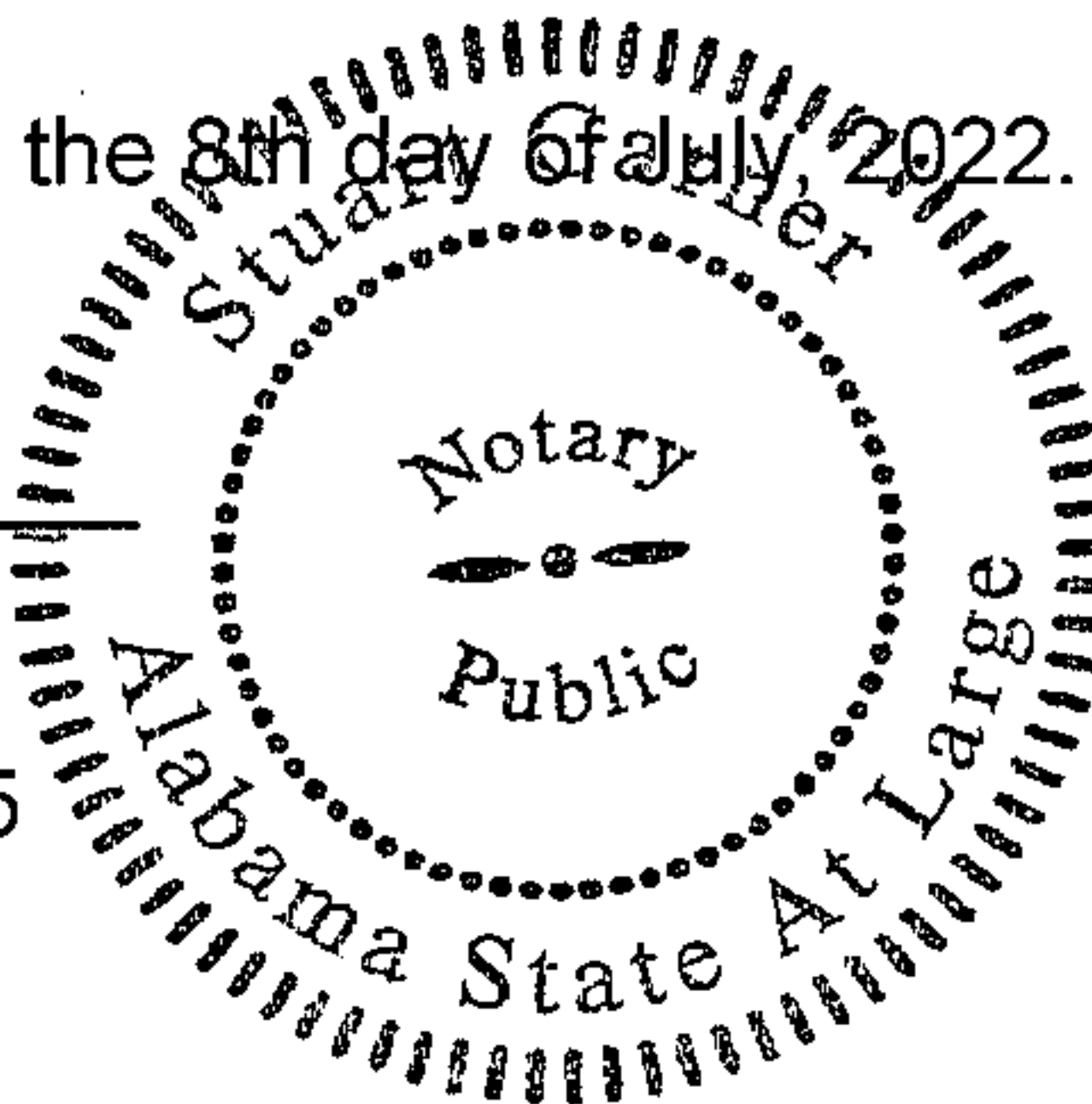
Given under my hand and official seal this the 8th day of July, 2022.



Notary Public, State of Alabama

Stuart J. Garner

My Commission Expires: August 19, 2025



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Howard V. Payton Jr.	Grantee's Name	James D. Sumpter
Mailing Address	2171 Parkway Lake Dr # # 4003 Hoover, AL 35244	Mailing Address	Jennifer D. Sumpter 341 Woodward Court Hoover, AL 35242
Property Address	341 Woodward Court Hoover, AL 35242	Date of Sale	July 08, 2022
		Total Purchase Price	\$799,900.00
		or	
		Actual Value	
		or	
		Assessor's Market Value	

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

Bill of Sale	Appraisal
X Sales Contract	Other
X Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

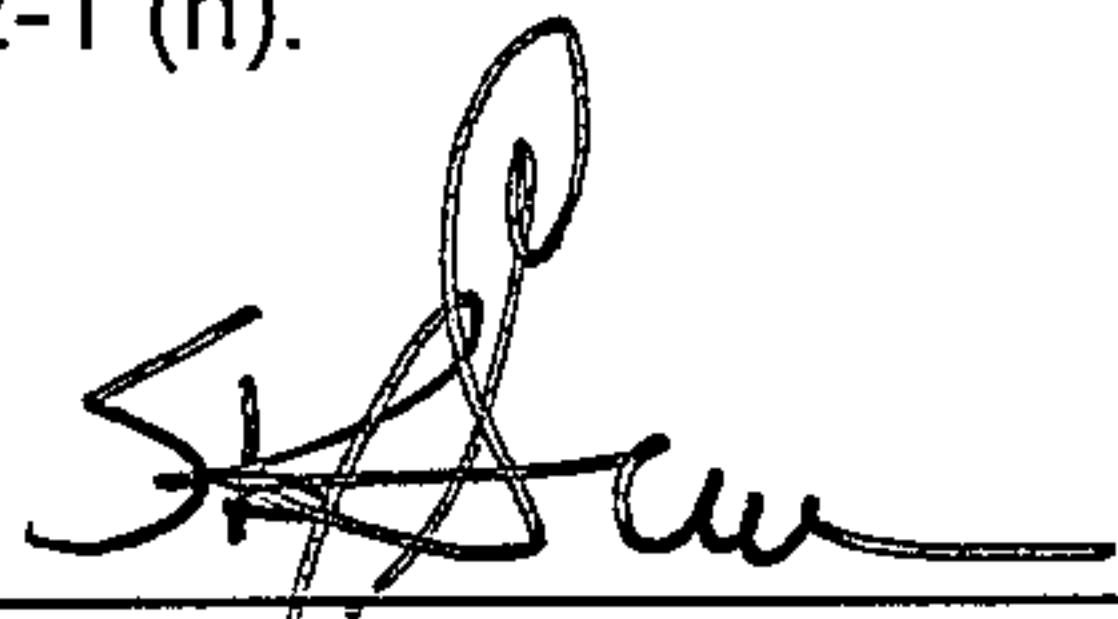
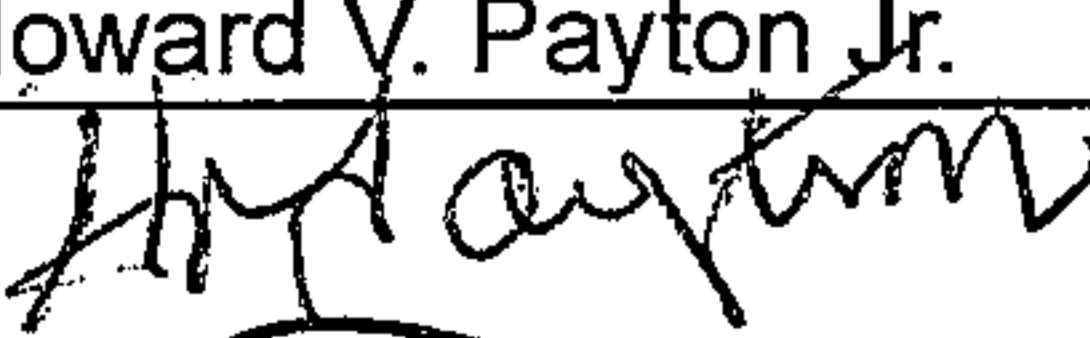
Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date	July 07, 2022	Print	Howard V. Payton Jr.
Unattested		Sign	
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/11/2022 12:27:21 PM
\$188.00 JOANN
20220711000272940

Allen S. Bayl