20220907000349350 09/07/2022 02:02:54 PM DEEDS 1/2

Send tax notice to:
ALGERNON B VOLTZ, JR.
3529 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

2022440

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Seven Hundred Ninety-Nine Thousand and 00/100 Dollars (\$799,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, BRIAN KEITH COSHATT, PERSONAL REPRESENTATIVE OF THE ESTATE OF PATRICIA HONEYCUTT COSHATT, PROBATE COURT OF SHELBY COUNTY CASE PR-2021-000908, whose mailing address is (hereinafter referred to as "Grantor") by ALGERNON B VOLTZ, JR. and AMELIA T VOLTZ whose property address is: 3529 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 33, according to the Map and Survey of Greystone - 1st Sector, 1st Phase, as recorded in Map Book 14, pages 91 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, common areas, and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants Conditions and Restrictions dated November 6, 1991, and recorded in Real 317 page 260, in the Probate Office of Shelby County, Alabama, and all amendments thereto.

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. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Greystone 1st Sector, 1st Phase, as recorded in Map Book 14, Pages 91 A & 8, 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.
- 4. Rights of others to use Hugh Daniel Drive as set out in Instrument recorded in Deed Book 301, Page 799.
- 5. Greystone Residential Declaration of Covenants, Conditions, and Restrictions recorded in Real 317, Page 260.
- 6. Greystone Multi-Family Declaration of Covenants, Conditions and Restrictions recorded in Book 316, Page 239; and First Amendment recorded in Book 319, Page 238; and Second Amendment recorded in Book 336, Page 281.

- 7. Covenants, conditions, and restrictions recorded in Book 335, Page 419.
- 8. Right-of-way to Shelby County, Alabama, recorded in Deed Book 301, Page 799.
- 9. Reciprocal Easement Agreement recorded in Real 312, Page 274, and amended in Real 317, Page 253.
- 10. Right-of-way to Alabama Power Company recorded in Deed Book 109, Page 500, and in Real 333, Page 138.
- 11. Covenants and agreement for water service recorded in Real 235, Page 574.
- 12. Transmission line permits to Alabama Power Company recorded in Deed Book 109, Page 505; in Deed Book 112, Page 517; and in Deed Book 305, Page 637.
- 13. Memorandum of ground lease as recorded in Real 312, Page 268.
- 14. Articles of Incorporation of Greystone Residential Association, Inc., as recorded in Book 042, Page 835, and amended in Inst# 20040726000414280

SUSCIONO OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantee(s) as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Grantor, BRIAN KEITH COSHATT, PERSONAL REPRESENTATIVE OF THE ESTATE OF PATRICIA HONEYCUTT COSHATT, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 3/ day of August, 2022.

ESTATE OF PATRICIA HONEYCUTT

COSHATT

BRIAN KEITH COSHATT, PERSONAL REPRESENTATIVE

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby that BRIAN KEITH COSHATT, whose name as certify PERSONAL REPRESENTATIVE OF THE ESTATE OF PATRICIA HONEYCUTT COSHATT, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument and with full authority, he, as such Personal Representative and with full authority, executed the same voluntarily for and as an act of said Estate of Patricia Honeycutt Coshatt.

Given under my hand and official seal this the 1/1 day of August, 2022.

Notary Public

Print Name:

Commission Expires:

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 09/07/2022 02:02:54 PM **\$374.00 JOANN** 20220907000349350

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