

20221201000437780
12/01/2022 09:34:16 AM
DEEDS 1/3

Send tax notice to:
BRIAN EDWARD HARRIS
5268 GREYSTONE WAY
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

2022573

Shelby COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight Hundred Seventy-Nine Thousand Nine Hundred and 00/100 Dollars (\$879,900.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **THOMAS P LYNCH and SUSAN L LYNCH, HUSBAND AND WIFE**, whose mailing address is 1170 Spady Garden Street, Indian Springs, AL 35124 (hereinafter referred to as "Grantors") by **BRIAN EDWARD HARRIS and GINA B HARRIS** whose property address is: **5268 GREYSTONE WAY, BIRMINGHAM, AL, 35242** hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, 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 31, according to the Survey of Greystone, 6th Sector, as recorded in Map Book 17, page 54 A, B and C, in the Probate Office 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, 1990, and recorded in Real 317, page 260, in the Probate Office 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, 2022 which constitutes a lien but are not yet due and payable until October 1, 2023.
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, are not insured herein.
4. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, Page 260, 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 No. 1992-17890; Fifth Amendment recorded In Instrument No. 1993-3123; Sixth Amendment recorded in Instrument No. 1993-10163; Seventh Amendment recorded in Instrument No. 1993-16982; Eighth Amendment recorded in Instrument No. 1993-20968; Ninth Amendment recorded in Instrument No. 1993-32840; Tenth Amendment recorded in Instrument No. 1994-23329; Eleventh Amendment recorded in Instrument No. 1995-08111; Twelfth Amendment recorded in Instrument No. 1995-24267; Thirteenth Amendment recorded in Instrument No. 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 No. 1997-38614; Twenty-First Amendment recorded in Instrument No. 1999-03331; Twenty-Second Amendment recorded in Instrument No. 1999-06309; Twenty-Third Amendment recorded in Instrument No. 1999-47817; Twenty-Fourth Amendment recorded in Instrument No. 20020717000334280; Twenty-Fifth Amendment recorded in Instrument No. 20030909000604430; Twenty-Sixth Amendment recorded in Instrument No. 20031023000711520; Twenty-Seventh Amendment recorded in Instrument No. 20031105000735510, Twenty-Eighth Amendment recorded in Instrument No. 20040521000271000271290 and Twenty-Ninth Amendment recorded in Instrument No. 20040630000361770, in the Probate Office of Shelby County, Alabama.

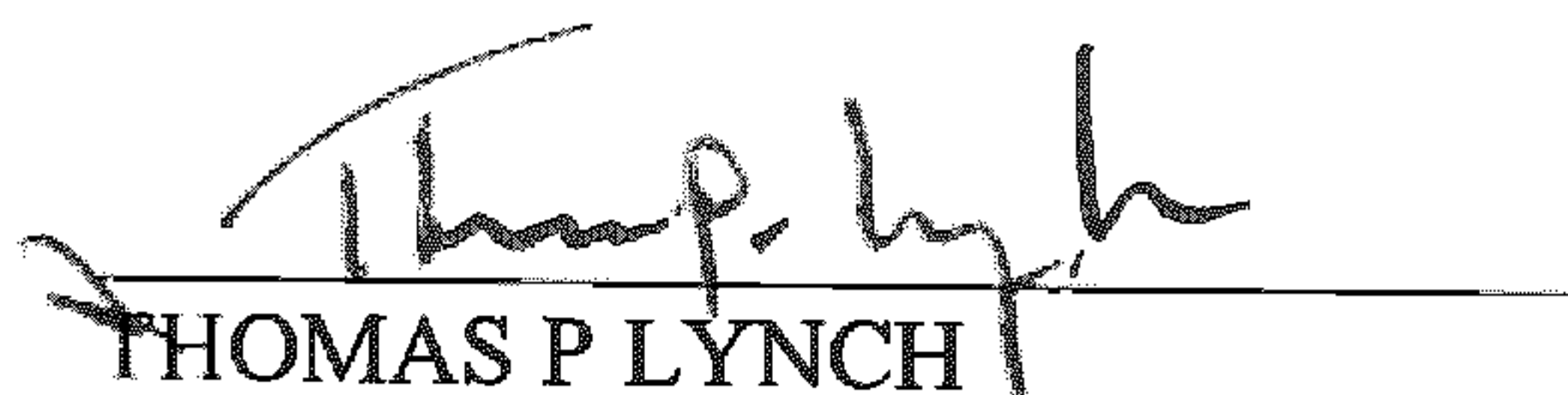
5. Restrictions, reservations, limitations, building lines and release of damages, recorded in Instrument No. 1993-20197.
6. Restrictions appearing of record in Instrument No. 1993-24342.
7. Restrictions regarding Alabama Power Company recorded in Instrument 1993-1193.
8. Minimum square footage requirements and building setback lines pursuant to the terms of the declaration of Covenants, Conditions, Restrictions recorded in Real 317, Page 260; Real 346, Page 942; Map Book 17, Page 72 and in Real 381, Pages 217-222.
9. Amended and Restated Covenants as recorded in Real 265, Page 96 and in Instrument No. 1993-16982.
10. Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in Deed Book 301, Page 799.
11. Covenants and Agreements for Water Services, recorded in Real 235, Page 574.
12. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 545.
13. Release of Damages as set out in Instrument 1993-24342 and in Declaration of Covenants, Conditions and Restrictions appearing of record in Real 317, Page 260 and also set out in paragraph (i) in deed from Daniel Oak Mountain to Cross/Kimbrell Partnership recorded in Real 381, Pages 217-222.
14. Restrictions appearing of record in Instrument No. 20021002000476370; Instrument No. 200213-3404 and Instrument No. 20040521000271290.
15. Easement recorded in Instrument No. 20040102000001570.
16. Notice of Availability of Sanitary Sewer Services to SWWC Utilities Inc as recorded in Instrument No. 20131204000469370.
17. Restrictions, reservations, limitations, building lines and release of damages as set out on deed from Daniel Oak Mountain Limited recorded in Instrument No. 1993-29273.

\$699,900.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said Grantees, their successors and assigns forever.

The Grantors do for themselves, their successors and assigns, covenant with the Grantees, their successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their 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 Grantors, have hereunto set their hand and seal this the 30th day of November, 2022.

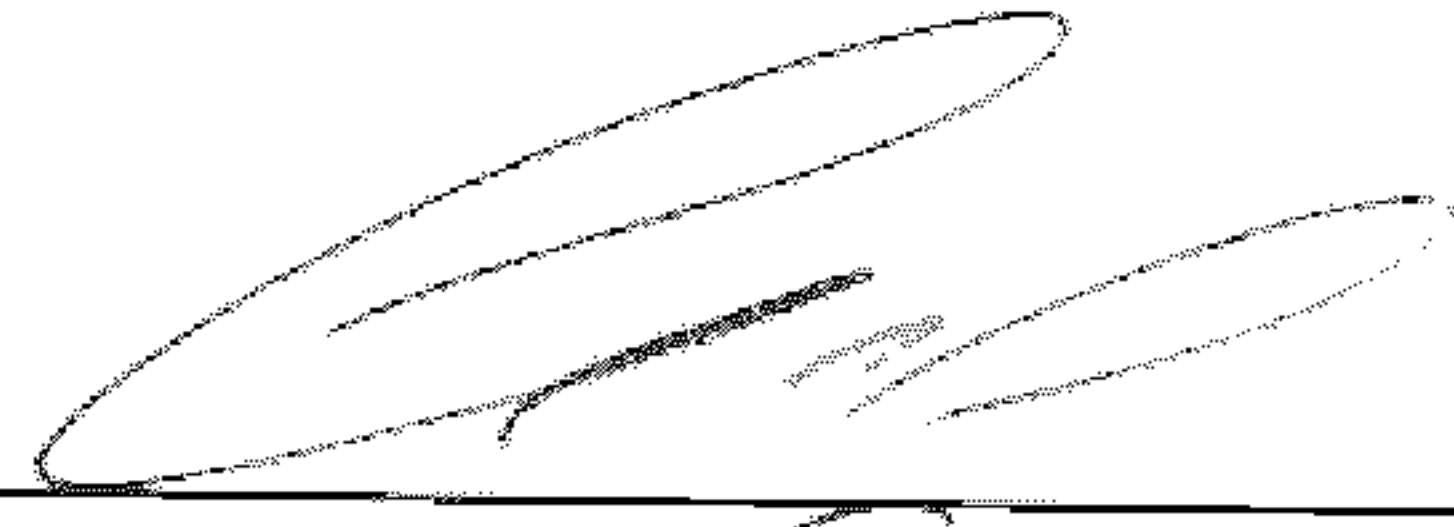

THOMAS P LYNCH


SUSAN L LYNCH

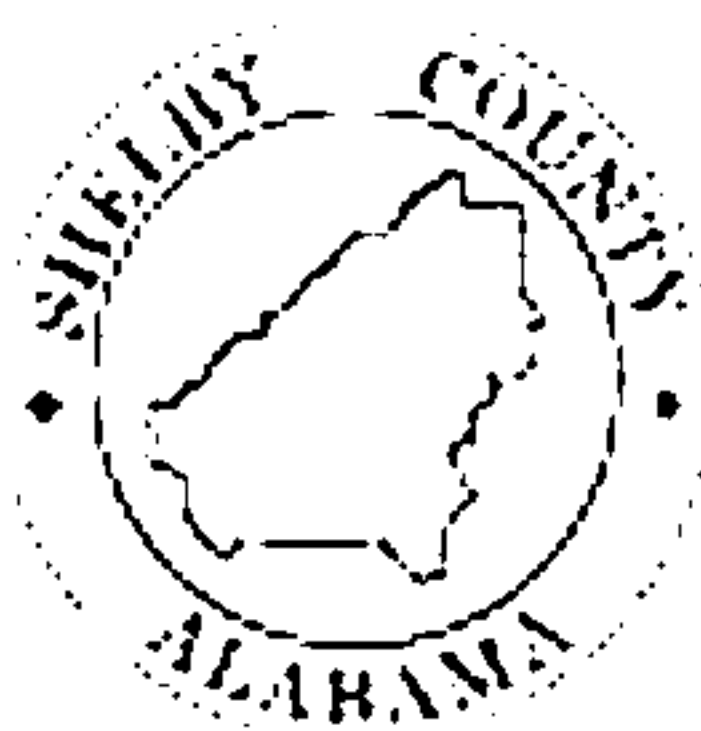
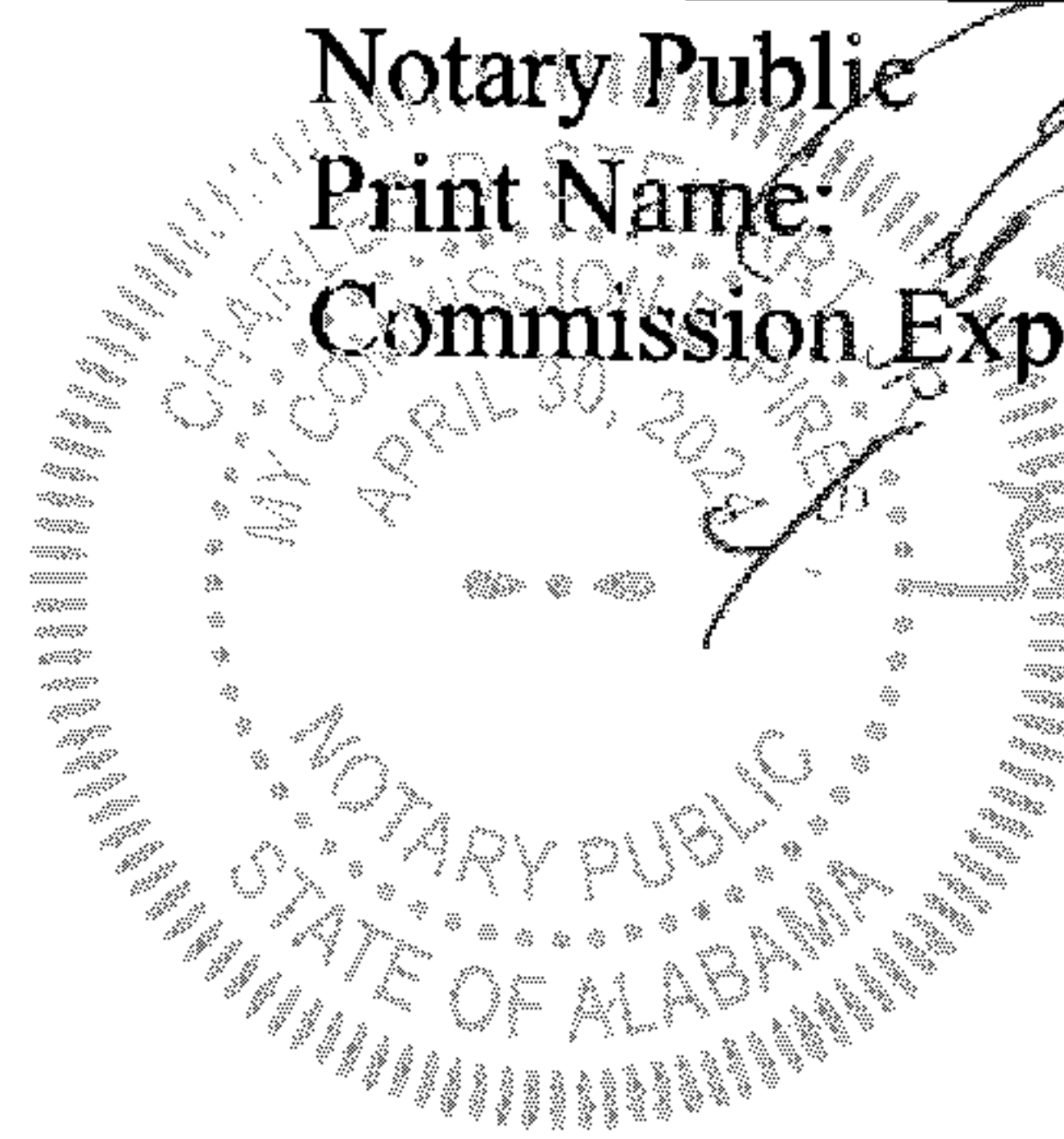
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS P LYNCH and SUSAN L LYNCH whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of November, 2022.



Notary Public
Print Name: Robert D. Stewart, Jr.
Commission Expires: 28



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/01/2022 09:34:16 AM
\$208.00 JOANN
20221201000437780

Alvin S. Boyd