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06/01/2023 03:11:30 PM
DEEDS 1/2

Send tax notice to:
STEVEN A MUNCHER, II
1408 SUTHERLAND 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
Jefferson (& Shelby) COUNTY

2023161

WARRANTY DEED

96.5% Jefferson Co.
3.5% Shelby Co.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight Hundred Sixty Thousand and 00/100 Dollars (\$860,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **LESLIE PATTERSON DIMAGGIO and JON-DAVID DIMAGGIO, Husband and** ^{Wife} whose mailing ^{WI 53051} address is: W 170 N 7615 Patricia Park Ardmore Falls (hereinafter referred to as "Grantors") by **STEVEN A MUNCHER, II and CHRISTINE GRACE MUNCHER** whose property address is: 1408 SUTHERLAND 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 Jefferson (& Shelby) County, Alabama. to-wit:

Lot 824, according to the Survey of Greystone Legacy, 8th Sector, Phase II, as recorded in Map Book 31, Page 54 A, B, & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, and recorded in Map Book 209, Page 80, in the Office of the Judge of Probate of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

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. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set out in instrument(s) recorded in Inst. No. 1999-50995, 1st Amendment in Inst. No. 2000-4911, 2nd Amendment in Inst. No. 2000-34390, 3rd Amendment in Inst. No. 2000-40197 and 4th Amendment in Inst. No. 2001-16407 and 5th Amendment in Inst. No. 2001-48193 and 6th Amendment in Inst. No. 2002-40139 and 7th Amendment in Inst. No. 2002-7958 and 8th Amendment in Inst. No. 2003-10779 and 9th Amendment in Inst. No. 2003-25340 and 10th Amendment in Inst. No. 2003-28300 in Shelby County, Alabama.
4. Restrictions, limitations and conditions as set out in Map Book 31, page 14 A, B and C in the Probate Office Shelby County, Alabama.
5. Declaration of Watershed Protective Covenants for Greystone Development recorded in Inst. No. 2000-17644 and 1st Amendment in Inst. No. 2002-47637 with Assignment and Assumption Agreement recorded in Inst. No. 2000-20625 in Probate Office of Shelby County, Alabama and Alabama Inst. No. 200006-5078, in Probate Office of Jefferson County,
6. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 31, Page 54 A, B and C in Probate Office of Shelby County, Alabama.
7. 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.
8. Covenants and Agreement for Water Service dated April 24, 1989, between Dantract, Inc. and Daniel Realty Corporation and Shelby County, as recorded in Real 235, Page 574, along with Amendment recorded in Inst. No. 1992-20786 and 2nd Amendment recorded in Inst. No. 1993-20840 in Probate Office of Shelby County, Alabama, as shown on the survey of K.B. Weygand & Associates, P.C. dated December 17, 1988, last revised February 3, 1999.
9. Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions, including the Right of First Offer as set out in Inst. No. 1998-322193 in the Probate Office of Shelby County, Alabama as shown on the survey of K.B. Weygand & Associates P.C. dated December 17, 1988, last revised February 3, 1999.
10. Reciprocal Easement Agreement by and between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Development Company, LLC and

Greystone Legacy Homeowners recorded in Inst. No. 2001-38396 in Probate Office of Shelby County, Alabama.

11. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set out in instrument(s) recorded in Inst. No. 200303-2094, 1st Amendment in Inst. No. 200303-2096, 2nd Amendment in Inst. No. 200303-2098, 3rd Amendment in Inst. No. 200303-2099, 4th Amendment in Inst. No. 200303-2101, 5th Amendment in Inst. No. 200303-2102, 6th Amendment in Inst. No. 200303-2103, 7th Amendment in Inst. No. 200303-2104 and 8th Amendment in Inst. No. 200303-2105, 9th Amendment in Inst. No. 200303-2094 and 10th Amendment in Inst. No. 200307-445 in the Probate Office of Jefferson County, Alabama.
12. Right-of-way granted to Alabama Power Company recorded in Volume 5292, Page 194 in the Office of Jefferson County, Alabama.
13. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 209, Page 80 in the Probate Office of Jefferson County, Alabama.

\$774,000.00 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.

26 IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the day of May, 2023.

LESLIE PATTERSON DIMAGGIO

JON-DAVID DIMAGGIO

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that LESLIE PATTERSON DIMAGGIO and JON-DAVID DIMAGGIO 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 26 day of May, 2023.

Notary Public
Print Name:
Commission Expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/01/2023 03:11:30 PM
\$26.00 PAYGE
20230601000164380

Allen S. Bayl