

Send tax notice to:
Brian R Brumage
412 McCormack 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
Shelby COUNTY

2024405

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,125,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **William E Walther and Carol H Walther, Husband and Wife** whose mailing address is: 1401 Dow Baker Blvd. Ste 107, Bkgr. AL 35242 (hereinafter referred to as "Grantors") by **Brian R Brumage and Marvin J Burke** whose property address is: **412 McCormack Way, Birmingham, 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 319, according to the Survey of Greystone Legacy, 3rd Sector, as recorded in Map Book 27, page 109, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2024 which constitutes a lien but are not yet due and payable until October 1, 2025.
2. Covenants, restrictions, easements, rights of way and building set back lines as shown on the Survey of Greystone Legacy, 3rd Sector, as recorded in Map Book 27, page 109, in the Probate Office of Shelby County, Alabama.
3. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set out in instrument recorded as Instrument# 1999-50995 and Instrument No. 200303/2094 (Jefferson County); 1st Amendment recorded in Instrument# 2000-4911; 2nd Amendment recorded in Instrument# 2000- 34390; 3rd Amendment recorded in Instrument# 2000-40197; 4th Amendment recorded in Instrument# 2001-16407; 5th Amendment recorded in Instrument# 2001-48193; 6th Amendment recorded in Instrument# 20020823000401390; 7th Amendment recorded in Instrument #20021003000479580; 8th Amendment recorded in Instrument# 20030220000107790; 9th Amendment recorded in Instrument# 20030420002534000 and Instrument No. 200309/4589 (Jefferson County); 10th Amendment recorded in Instrument #20030507000283000; Eleventh Amendment recorded in Instrument #20031023000711510; Twelfth Amendment recorded in Instrument #20031105000735500; Thirteenth Amendment recorded in Instrument #20040129000047160; Fourteenth Amendment recorded in Instrument #20040521000271310; Fifteenth Amendment recorded in Instrument #20040927000532560; Sixteenth Amendment recorded in recorded in Instrument #20061013000509240 and Seventeenth Amendment recorded in Instrument #20070810000376920.
4. Easement Agreement as set out in instrument recorded in Instrument# 1999 12254.
5. Access Easement Agreement as set out in instrument recorded in Instrument# 1999-12253.
6. Restrictions, limitations, conditions and release of liability as set out in Map Book 26, Page 79 A, B & C.


7. Access Easement Agreement and Right of First Refusal Agreement dated February 12, 1999 and recorded in Instrument# 1999-7167, by and between Greystone Development Company, LLC and Gilbert Family Partnership, LTD. Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, Roy W. Gilbert, III and Sharon K. Gilbert.
8. Easement(s) granted to Alabama Power Company for electrical power as set out in Real Volume 133, Page 551; Deed Book 246, Page 848 and Real Volume 142, Page 188.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 243, Page 828.
10. Declaration of use restrictions between Greystone Development Company, LLC, Stillmeadows Farm, Ltd. and Walter Dixon, recorded in Instrument# 1999-12252; 1st Amendment recorded in Instrument# 2000-12771 and transferred in Instrument# 2001-38395.
11. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 246, Page 849 and Deed Book 138, Page 588.
12. Right of Way in favor of South Central Bell Telephone Company by instrument(s) recorded in Real Volume 21, Page 312.
13. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 351, Page 1.
14. Declaration of Watershed Protective Covenants for Greystone Development as recorded in Instrument# 2000-17644, with Assignment and Assumption Agreement recorded in Instrument# 2000-20625 and Instrument No. 200006/5078 and in Instrument No. 200007/3733 (Jefferson County).
15. Easement Agreement by and between City of Birmingham and Greystone Development Co., LLC dated May 18, 2000, recorded in Instrument# 2000-17642.
16. Consent Agreement by and between Charles Steven Daughtry and Greystone Development Co., LLC dated June 5, 2000, recorded in Instrument# 2000-19405.
17. Agreement with Respect to Establishment of certain Restrictions and other agreements and 1st Amendment to Declaration of Restrictions, including the Right to First Offer as set out in Instrument # 1998-32193 and Affidavit recorded in Instrument# 1999-33838, with waivers recorded in Instrument# 1999-50993; Instrument# 2000-2826; Instrument# 2000-2827 and Instrument # 2000-4912.
18. Reciprocal Easement Agreement as recorded in Instrument# 2001-38396 and Instrument No. 200307/9438 (Jefferson County) amended and restated in Instrument# 20040301000102720.
19. Release of damages as set out in instrument recorded in Instrument # 20000307000071620.
20. Easement Agreement as set out in Instrument# 20040102000001560.
21. Covenants and Agreements for Water Service recorded in Real 235, Page 574, along with Amendment recorded in Instrument# 1992/20786 and 2nd Amendment recorded in Instrument# 1993-20840.
22. Agreement as to Sanitary Sewer recorded in Instrument #20 I 31204000469370.
23. Restrictions and Conditions as recorded in Instrument #2000-44545.
24. Release of Damages as recorded in Instrument# 2000-44545.

\$0.00 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.

IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal this the 8th day of January, 2025.

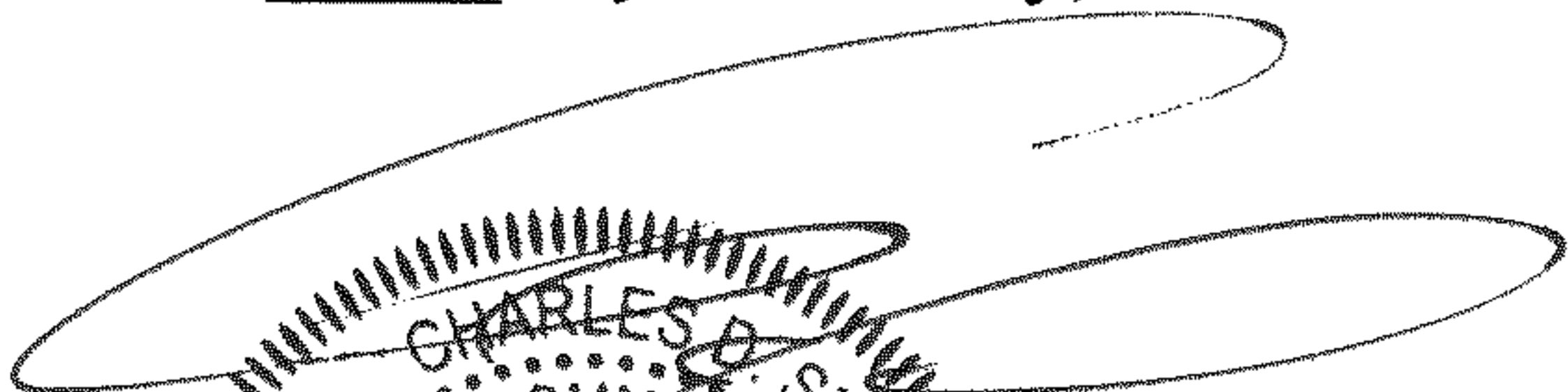
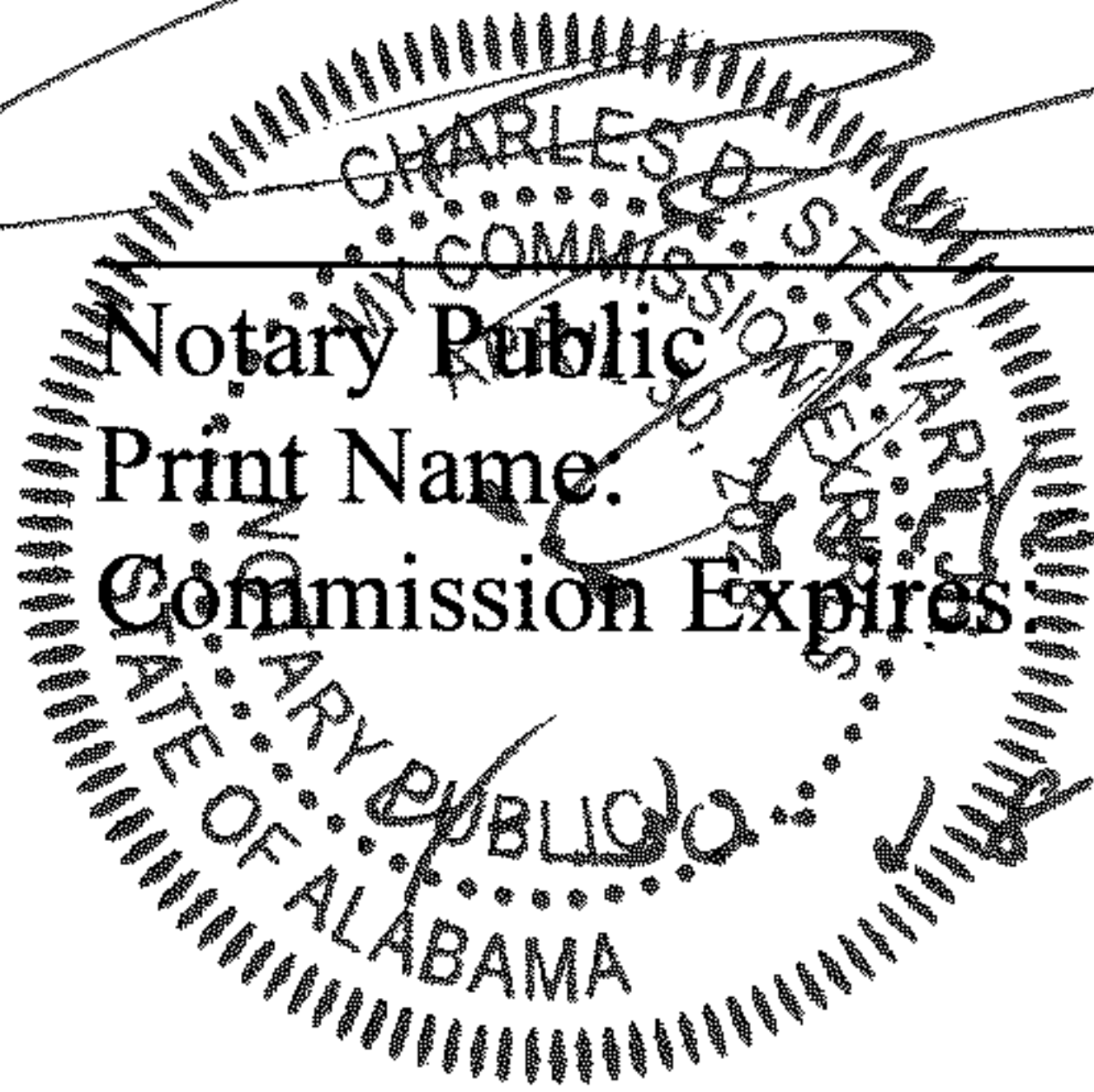

William E Walther

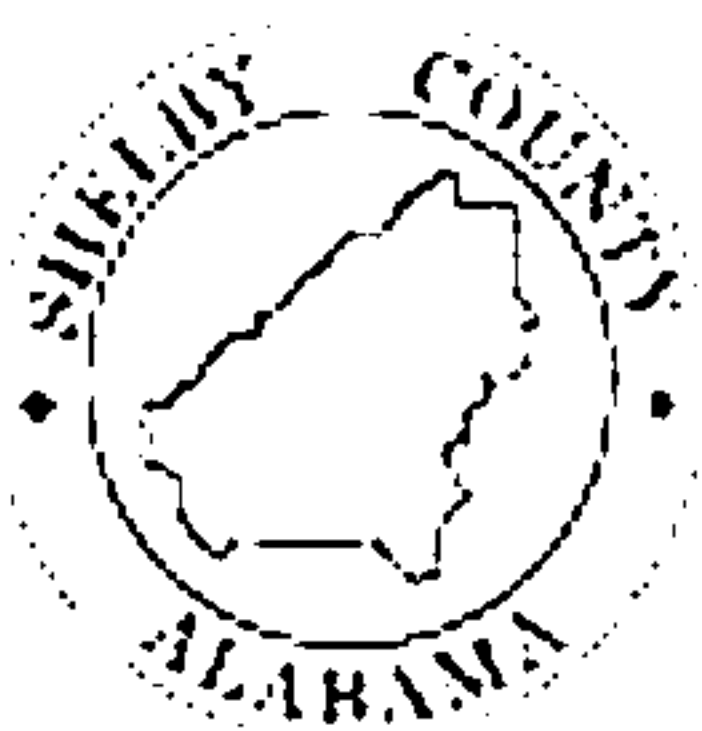

Carol H Walther

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William E Walther and Carol H Walther 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 8th day of January, 2025.


 Charles D. Stewart



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/14/2025 02:36:28 PM
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20250114000013300

