Send tax notice to:
Mitt Schroeder
5361 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
Shelby COUNTY

2025034

## WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, Roy A Jackson and Lesa C Jackson, Husband and Wife, whose mailing address is: / 00 / Westey Trace B'harm at 35242 (hereinafter referred to as "Grantors") by Mitt Schroeder and Tatum Schroeder whose property address is: 5361 Greystone 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 4. according to the Survey of Greystone, 6th Sector, as recorded in Map Book 17, Page 54 A, B & C. in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive 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 11/6/1990 and recorded in Real Book 317, Page 260 in the Probate Office of Shelby County, Alabama, together with all amendments thereto.

## 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. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in the Covenants, Conditions and Restrictions as set forth in the document recorded in Real Book 317, Page 260 amended by affidavit in Real Book 319, Page 235, 1st Amendment in Real Book 346, Page 942, 2nd Amendment in Real Book 378, Page 904, 3rd Amendment in Real Book 397, Page 958, 4th Amendment in Instrument No. 1993-16982: 5th Amendment in Instrument No. 1993-03123; 6th Amendment in Instrument No. 1993-16163; 7th Amendment in Instrument No. 1993-16982; 8th Amendment in Instrument No. 1993-20968; 9th Amendment in Instrument No. 1993-32840; 10th Amendment in Instrument No.1994-23329; 11th Amendment in Instrument No. 1995-08111; 12th Amendment in Instrument No.1995·24267; 13th Amendment in Instrument No. 1995-34231; 14th Amendment in Instrument No, 1995-35679 and Instrument No. 1996-19860; 15th Amendment in Instrument No. 1996-37514; 16th Amendment recorded in Instrument No. 1996-39737; 17th Amendment in Instrument No.1997-02534; 18th Amendment in Instrument No. 1997-17533; 19th Amendment in Instrument No. 1997-30081; 20th Amendment in Instrument No. 1997-38614; 21st Amendment in Instrument No. 1999-03331; 22nd Amendment in Instrument No. 1999-06309; 23rd Amendment in Instrument No. 1999-47817; 24th Amendment in Instrument No. 20020717000334280; 25th Amendment in Instrument No. 20030909000604430; 26th Amendment in Instrument No. 20031023000711520; 27th Amendment in Instrument No. 20031105000735510 and 28th Amendment in Instrument No. 20040521000271290, in the Probate Office of Shelby County, Alabama.
- 3. Easement to Alabama Power Company as recorded in Deed Book 186, Page 223; Deed Book 239, Page 214 and Deed Book 109, Page 505, in the Probate Office of Shelby County, Alabama.
- 4. Rights of others to use of Hugh Daniel Drive and Greystone Drive, as described in instrument recorded In Deed Book 301, Page 799.
- 5. Amended Planned Unit Development Plan as recorded in Instrument No, 1996-31891.
- 6. Restrictions, Covenants and Conditions as recorded in Real Book 265, Page 96.
- 7. Covenant and Agreement for water service between Dantract and Shelby County as recorded in Real Book 235, Page 574 and amended in Instrument No.1993-20840.
- 8. Agreement between Daniel Oak Mountain, Ltd. and Shelby Cable, Inc, as recorded in Real Book 350, Page 545.

- Underground easement to Alabama Power Company as recorded in Deed Book 305, Page 637.
- 10. Easement agreement to Shelby County as recorded in Instrument No. 20040102000001570.
- 11. Easements and building lines as shown on recorded map.
- 12. Notice regarding availability of sanitary sewer service in favor of SWWC Utilities, Inc. as recorded in Instrument No. 20131204000469370.
- 13. 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.

\$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 day of February, 2025.

STATE OF ALABAMA **COUNTY OF SHELBY** 

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy A Jackson and Lesa C Jackson 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 day of February, 2025

Notary Public

Print Name:

Commission E

Clerk

Official Public Records Judge of Probate, Shelby County Alabama, County **Shelby County, AL** 02/19/2025 02:26:43 PM \$700.00 PAYGE 20250219000049360

Filed and Recorded