20250305000065320 03/05/2025 10:24:40 AM DEEDS 1/2

Send tax notice to:

This instrument prepared by:

Aaron Morton

Charles D. Stewart, Jr.

4712 Guilford Way

Attorney at Law

Hoover, AL, 35242

4898 Valleydale Road, Suite A-2
Birmingham, Alabama 35242

STATE OF ALABAMA 2025055
Shelby COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Twenty-Seven Thousand and 00/100 Dollars (\$327,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, Sandy W Whitten and Jennifer B Whitten f/k/a Jennifer R Broom, husband and wife whose mailing address is: (hereinafter referred to as "Grantors") by Aaron Morton whose property address is: 4712 Guilford Way, 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, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 78, according to the Survey of Final Record Plat of Greystone Farms Guilford Place Phase 2, as recorded in Map Book 22, Page 24, 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 Farms, Guilford Place, Phase 2, as recorded in Map Book 22, page 24, in the Probate Office of Shelby County, Alabama.
- 3. Restrictions, covenants and conditions as to Greystone Farms as set out in instruments recorded as Inst. #1995-16401 and 1st Amendment recorded as Inst. #1995-1432 and 2nd Amendment recorded as Inst. #1996-21440 in Probate Office.
- 4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121 page 294 and Deed Book 60 page 260 in Probate Office.
- 5. Restrictions, limitations and conditions as set out in Map Book 20 page 24.
- 6. Easement(s) to Bellsouth Communications as shown by instrument recorded in Instrument #1995- 7422 in Probate Office.
- 7. Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265 page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. dated 7/14/94.
- 8. Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Inst. #1994-22318 in probate Office.
- 9. Greystone Farms Reciprocal Easement Agreement as s□t out as Inst. #1995-16400 in Probate Office.
- 10. Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions as set out as Inst. #1995-16403 in Probate Office.
- 11. Easement including 15 foot on South side.
- 12. Building setback lines as shown by restrictive covenants in Instrument #1995-16401 and 1st Amendment recorded as Instrument #1995-1432 and 2nd Amendment recorded as Instrument #1996- 21440.
- 13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as reference in deed(s) recorded in Instrument #1997- 37966 in the Probate Office.
- 14. Shelby Cable Agreement recorded in Real 350 page 545 in Probate Office.
- 15. Covenants and Agreement for water service as set out in an Agreement recorded in Real Book 235 page 574 as modified by Agreement recorded as Inst. #1992-20786, as further modified by Agreement recorded as Inst. #1993-20840 in Probate Office.

\$225,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

Jennifer R Broom and Jennifer B Whitten are one and the same person.

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 March, 2025.

Sandy W/Whitten

Jennifer B Whitten

STATE OF ALABAMA **COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sandy W Whitten and Jennifer B Whitten 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 March, 2025.

Notary Public



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 03/05/2025 10:24:40 AM

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