

Send tax notice to:
Christopher Kendall
1053 Greymoor Road
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

2025273T

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, **Peter Heinke and Debra M Heinke, husband and wife**, whose mailing address is 5212 QUEENSBURY LANE, SHORT CREEK, AL 35242 (hereinafter referred to as "Grantors") by **Christopher Kendall and Melissa Kendall** whose property address is: **1053 Greymoor Road, Hoover, 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 90, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, page 72 A, B and C, in the Office of the Judge of Probate 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 November 6, 1990 and recorded in Real 317, page 260, in the Probate Office of Shelby County, and all amendments thereto.

SUBJECT TO:

1. Taxes for the year beginning October 1, 2025 which constitutes a lien but are not yet due and payable until October 1, 2026.
2. Restrictions, public utility easements and building setback lines as shown on recorded map and Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, page 72 A, B and C, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records, including those recorded in Deed Book 4, page 497.
4. Release of Damages and restrictions as recorded in Instrument 1996-00779.
5. Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, page 260; amended in Real 319, page 235; Real 246, page 942; Real 378, page 904; Real 397, page 958; Instrument #1992-17890; Instrument #1993-3123; Instrument #1993-10163; Instrument #1993-16982; Instrument #1993-20968; Instrument #1993-32840; Instrument #1994-23329; Instrument #1995-8111; Instrument #1995-24267; Instrument #1995-34231; Instrument #1996-19860; Instrument #1996-37514; Instrument #1996-39737; Instrument #1997-2534; and all amendments thereto.
6. Amended and Restated Restrictive Covenants recorded in Real 265, page 96.

7. Cable Agreement between Daniel Oak Mountain LP and Shelby Cable, Inc., recorded in Real 350, page 545.
8. Transmission Line Permit to Alabama Power Company recorded in Deed Book 139, page 124 and Deed Book 138, page 595.
9. Easement for ingress and egress as recorded in Real 265, page 316.
10. Easement Agreement with Shelby County, Alabama recorded in Instrument #2004-1570.
11. Sanitary Sewer Service with SWWC Utilities, Inc., recorded in Instrument #2013-469370.
12. Utility Easement Agreement recorded in Instrument #1993-25946.
13. Access Easement Agreement recorded in Instrument #1993-25945.
14. Reciprocal Easements Agreement pertaining to access and roadway easements as set out in Real 312, Page 274, and as amended by Real 317, Page 225 and Instrument #1993-3124.
15. Covenant and Agreement for Water Service recorded in Book 235, Page 574 and amended in Instrument #1992-20786 and Instrument #1993-20840, in the Probate Office of Shelby County, Alabama.
16. Covenants releasing predecessor in title for 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 instruments recorded in Map Book 17, page 72 A, B and C.

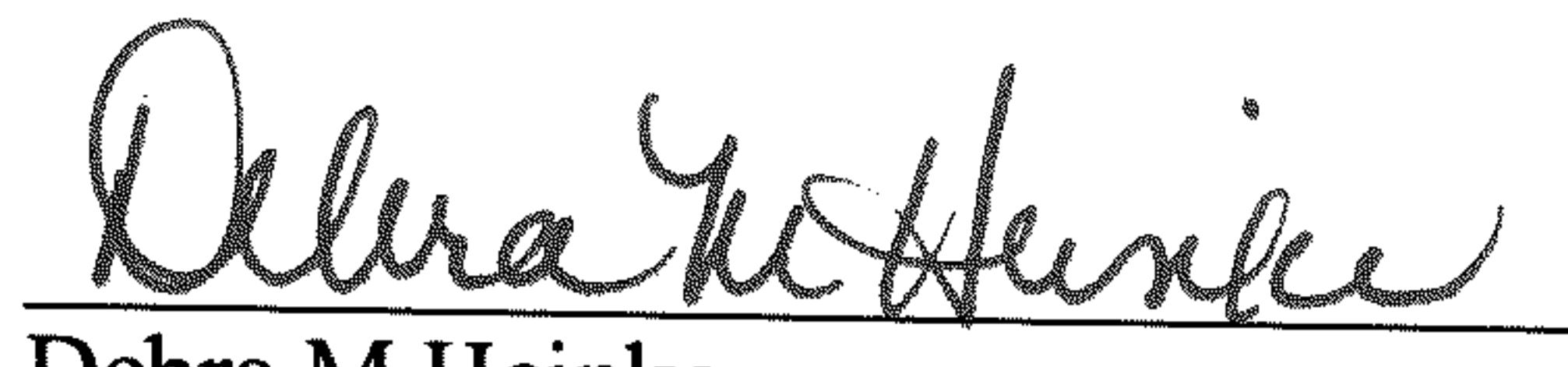
\$225,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

The 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 1 day of October, 2025.


Peter Heinke


Debra M Heinke

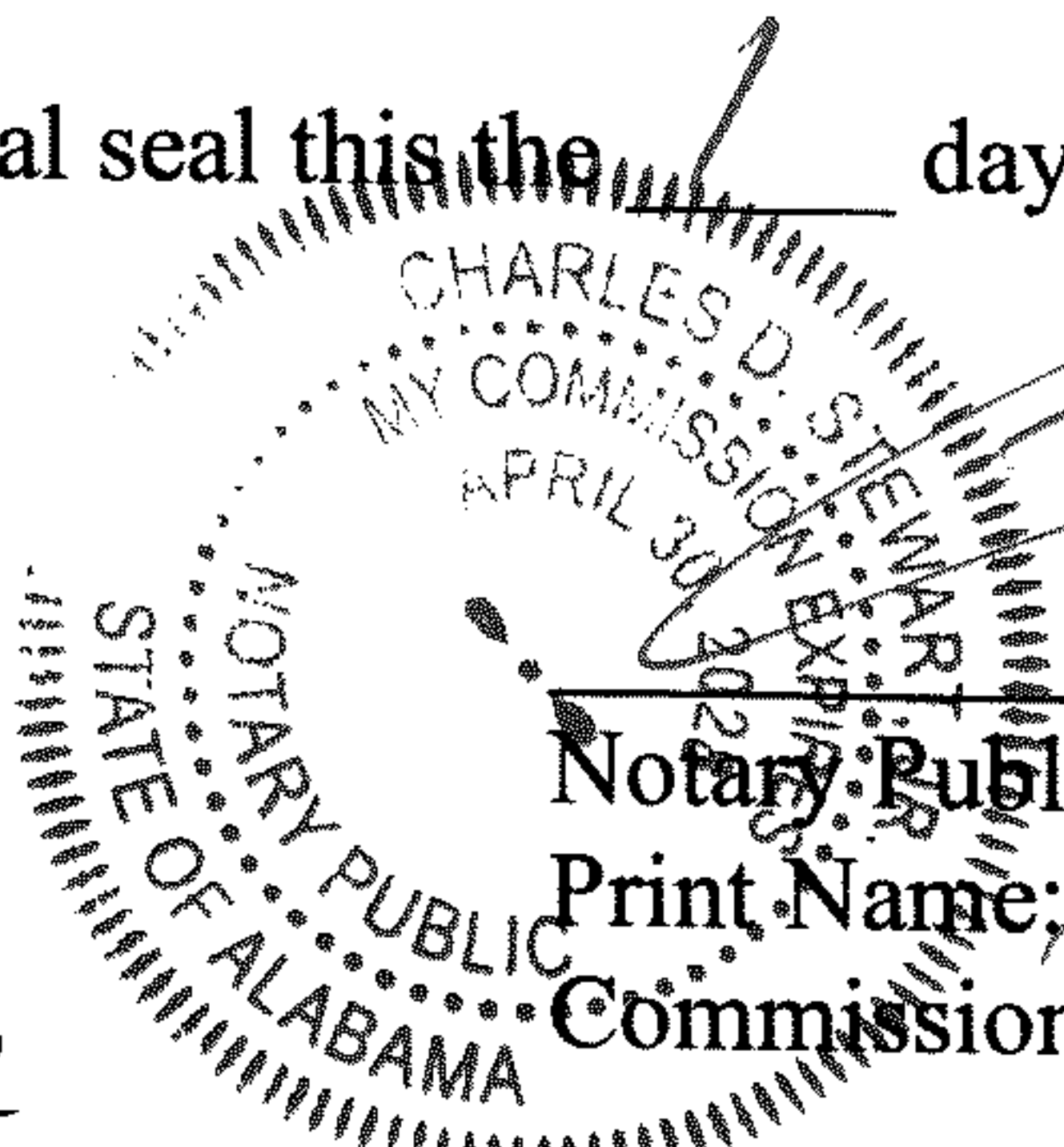
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Peter Heinke and Debra M Heinke 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 1 day of October, 2025.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/03/2025 09:53:02 AM
\$100.00 PAYGE
20251003000305550


Notary Public
Print Name: Charles D. Stewart, Jr.
Commission Expires: 4-30-28