20251009000311750 10/09/2025 10:53:36 AM DEEDS 1/2

Send tax notice to:
Calvin C Stallings
344 Woodward Court
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

2025328

SHELBY COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Six Hundred Forty-Three Thousand and 00/100 Dollars (\$643,000.00) the amount which can be verified in the Sales Contract between the two parties in hand paid to the undersigned, Harold L Diercks and spouse, Sharon L Diercks,

whose mailing address is address is referred to as "Grantors") by Calvin C Stallings whose property address is: 344

Woodward Court, Hoover, AL, 35242 hereinafter referred to as Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantee, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 36, according to the Survey of Legacy Place of Greystone, as recorded in Map Book 27, page 36, in the Probate Office of Shelby County, Alabama.

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. Easement(s), building line(s) and restriction(s) as shown on recorded map.
- 3. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Inst. No. 1999-50995 and Amendment No. 1 recorded in Inst. No. 2000-12771, Amendment No. 2 recorded in Inst. No. 2000-34390, Amendment No. 4 recorded in Inst. No. 2001-16407, Amendment No. 5 recorded in Inst. No. 2001-481193, Amendment No. 17 recorded in Inst. No. 2007-376920, together with a Reciprocal Easement Agreement as set forth in Inst. No. 2001-38396, Supplemental Covenants for Legacy Place of Greystone as set forth in Inst. No. 2000-25238 and assignment of Developer Rights as set forth in Document #2002-45222, as recorded in Shelby County, Alabama.
- 4. Declaration of Use Restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. and Walter Dixon, as recorded in Inst. No. 1999-12252 and amended in Inst. No. 2000-12771, as recorded in Shelby County, Alabama.
- 5. Declaration of Watershed Protective Covenants for Greystone Development as set forth in Inst. No. 2000-17644 together with Assignment and Assumption Agreement as set forth in Inst. No. 2000-206258, as recorded in Shelby County, Alabama.
- 6. Easement Agreement between the City of Birmingham and Greystone Development Company, LLC as set forth in Inst. No. 2000-17642, as recorded in Shelby County, Alabama.
- 7. Access Easement Agreement as set forth in Inst. No. 1999-12253, as recorded in Shelby County, Alabama. (affects entrance road)
- 8. Easement Agreement as forth in Inst. No. 1999-12254 and Inst. No. 2004-1560, as recorded in Shelby County, Alabama.
- 9. Access Easement Agreement and right of First Refusal Agreement as set forth in Inst. No. 1999-7167.

- 10. Articles of Incorporation of Legacy Place Homeowners' Association, Inc. as set forth in Inst. No. 2000-25236, as recorded in Shelby County, Alabama.
- 11. Easement in favor of Alabama Power Company as set forth in Real 133, Page 551, Real 142, Page 188 and Deed Book 351, Page 1, as recorded in Shelby County, Alabama.
- 12. Right-of-way in favor of South Central Bell as set forth in Real 21, Page 312, as recorded in Shelby County, Alabama.
- 13. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface of subsurface conditions but may now or hereafter exist or occur or cause damage to subject property, as shown by Map Book
- 14. 27, Page 36.
- 15. 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, are not insured herein.
- 16. Restrictions appearing of record in Inst. No. 2004-12975.
- 17. Sanitary Sewer Service with SWWC Utilities, Inc. recorded in Inst. No. 2013-46937.

\$610,850.00 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 Grantee, its 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 Grantee, its heirs, executors, administrators and assigns forever against the lawful claims of all persons.

WITNESS WHEREOF, said Grantors have hereunto set their hand and seal this the ____ day of October, 2025.

Harold L Diercks

Sharon L Diercks

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harold L Diercks and Sharon L Diercks 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

Notary Public

Print Name

Commission Expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/09/2025 10:53:36 AM
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