

This instrument was prepared by

(Name) DAVID F. OVSON, Attorney at Law
728 Shades Creek Parkway, Suite 120
(Address) Birmingham, Alabama 35209

Send Tax Notice To: CHARLES K. BECK and
MARY C. BECK
name 1905 St. Ives Drive
Birmingham, Alabama 35242
address

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP LAND TITLE COMPANY OF ALABAMA 2/88

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Eighty-Four Thousand Nine Hundred and No/100----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

NATHAN C. BREWER, JR. and wife, KATHY P. BREWER

(herein referred to as grantors) do grant, bargain, sell and convey unto

CHARLES K. BECK and MARY C. BECK

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in _____

Shelby County, Alabama to-wit:

See the attached Exhibit "A" which is incorporated herein and made a part hereof.

Inst # 1992-31840
12/31/1992-31840
03:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MJS 168.00

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 22nd day of December, 19 92.

WITNESS:

_____(Seal)
_____(Seal)
_____(Seal)

Nathan C. Brewer, Jr. (Seal)
Kathy P. Brewer (Seal)
_____(Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that NATHAN C. BREWER, JR. and wife, KATHY P. BREWER whose name s are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of December A. D., 19 92

[Signature]
Notary Public.

Exhibit "A"

Lot 2, according to the survey of St. Ives at Greystone, as recorded in Map Book 15, page 70 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the non-exclusive 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 and First Amendment to Greystone Residential Declaration of Covenants and Conditions and Restrictions recorded in Real 346, page 942.

SUBJECT TO:

1. Ad valorem taxes for the year 1993, which are a lien, but not yet due and payable until October 1, 1993.
2. Building setback line of 20 feet reserved from St. Ives Drive as shown by plat.
3. Public utility easements as shown by recorded plat, including 7.5 feet on the rear of lot.
4. Title to all minerals with and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 60, page 260 and Deed Book 4, page 497.
5. Amended and Restated Restrictive Covenants as set out in instruments recorded in Real 265, page 96; Real 356, page 653; and Map Book 15, page 70.
6. Rights of others to use Hugh Daniel Drive and Greystone Drive, as described in instruments recorded in Deed Book 301, page 799 and Reciprocal Easement Agreement executed by Daniel Oak Mountain Limited Partnership and Daniel Links Limited Partnership, dated January 1, 1990 and recorded in Real 312, page 274, and amended by First Amendment thereto as recorded in Real 317, page 253.
7. Covenant and Agreement for Water Service as set out in an Agreement recorded in Real Book 235, page 574.
8. Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, page 260 and as amended by affidavit in Real 319, page 235 and as further amended by First Amendment recorded in Real 346, page 942, Second Amendment as recorded in Real 378, page 904 dated December 20, 1991 and Third Amendment dated March 26, 1992 as recorded in Real 397, page 958, and 4th amended in Instrument No. 1992-17890, Map Book 15, page 70 A & B and as further amended by Real 356, page 653.
9. Cable Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as recorded in Real 350, page 545.
10. Rights of others to use easements set out in St. Ives Reciprocal Easement Agreement dated August 1, 1991, and recorded in Real 356, page 668.
11. Release of damages as set out in instrument recorded in Real 317, page 260 as amended and as set in the deed from Daniel Oak Mountain Limited Partnership recorded in Real 356, page 653.
12. Covenant releasing predecessor in title from 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 "NOTE" set out in Map Book 15, page 70 A & B.
13. Underground Agreement to Alabama Power Company as set out in Real 377, page 421 and covenants and conditions as set out by Alabama Power Company in Real 364, page 393.

\$126,000.00 of the purchase price recited above was derived from the proceeds of a mortgage loan closed simultaneously herewith.

Inst # 1992-31840

12/31/1992-31840
03:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MJS 168.00