

This instrument prepared by:
John N. Randolph, Attorney
Sirote & Permutt P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Send Tax Notice to:

Inst # 1993-22118

WARRANTY DEED

State of Tennessee

KNOW ALL MEN BY THESE PRESENTS,

SHELBY County

That in consideration of **THIRTY SEVEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS** to the undersigned grantor in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, I, **JO ANN BARHAM, unmarried** (herein referred to as grantor) do grant, bargain, sell and convey unto **GREYSTONE CLOSE', AN ALABAMA JOINT VENTURE** (herein referred to as GRANTEE) the following described real estate situated in SHELBY County, Alabama, to-wit:

LOT 4, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE, SECTOR ONE, AS RECORDED IN MAP BOOK 15, PAGE 97 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Subject to:

1. Advalorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Building setback line of 20 feet reserved from Greystone Glen Drive as shown by plat.
3. Public Utility easements as shown by recorded plat, including 15 feet on the rear and 7.5 feet on the Northerly side of lot.
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. Rights of others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301 page 799 in Probate Office.
6. Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 page 574 in Probate Office.
7. Amended and Restated restrictive covenants as set out in instrument recorded in Real 265 page 96 in Probate Office.
8. Greystone Close' Development Declaration of Covenants, Conditions and Restrictions as recorded in Real 346 page 873; and First Amendment as recorded in Real 380 page 635 in Probate Office.
9. Greystone Close' Developmental Reciprocal Easement Agreement which gives access to certain cross-easements and Hugh Daniel Drive and provides for certain assessments for maintenance of the same as recorded in Real 346 page 848; and First Amendment as recorded in Real 380 Page 639 in Probate Office.
10. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Real 350 Page 545 in Probate Office.
11. Easement to Alabama Power Company as set out by instrument recorded in Real 386, page 389 in Probate Office.
12. Easement to Alabama Power Company by instrument recorded as Instrument #1992-26824 in Probate Office.

07/27/1993 03:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 46.50

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22 day of July, 1993.

JO ANN BARHAM (Seal)
JO ANN BARHAM

STATE OF TENNESSEE

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JO ANN BARHAM, unmarried whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of July, 1993.

W. F. Hill
Notary Public
Affix Seal
My commission Expires:

Commission Expires 1/6/1996