

This instrument prepared by:  
John N. Randolph, Attorney  
Sirote & Permutt P.C.  
2222 Arlington Avenue  
Birmingham, Alabama 35208

Send Tax Notice to:  
G. DOUG NIGREVILLE  
GAYLE B. NIGREVILLE  
220 WOODBRIDGE LANE  
BIRMINGHAM, ALABAMA 35243

# **STATUTORY CORPORATION FORM WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

TUSCALOOSA County

That in consideration of Two Hundred Seven Thousand Five Hundred and 00/100'S \*\*\* (\$207,500.00) Dollars to the undersigned grantor, **FIRST FEDERAL BANK, A FEDERAL SAVINGS BANK** a corporation, in hand paid by G. DOUG NIGREVILLE and GAYLE B. NIGREVILLE, the receipt whereof is acknowledged, the said **FIRST FEDERAL BANK, A FEDERAL SAVINGS BANK** does by these presents, grant, bargain, sell and convey unto **G. DOUG NIGREVILLE and GAYLE B. NIGREVILLE**, as joint tenants, with right of survivorship, the following described real estate situated in Jefferson County, Alabama, to-wit:

LOT 13, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE, SECTOR TWO, IN MAP BOOK 18, PAGE 49 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Subject to:

1. Ad valorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Building setback line of 20 feet reserved from Woodbridge Lane as shown by plat.
3. Public utility easement as shown by recorded plat, including 10 feet within building setback line.
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, Deed Book 80, page 280 in Probate Office. We do further insure against loss or damage or improvements located on the property which may be occasioned by the enforcement or attempted enforcement of the right to use the surface of the land in order to remove minerals without consent of the surface owner.
5. Rights of others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, page 722 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 instruments recorded in Real 265, page 98 in Probate Office.
8. Graystone Close' Development Declaration of Covenants, Conditions and Restrictions as recorded in Real 344, page 872; and First Amendment as recorded in Real 350, page 635 in Probate Office.
9. Graystone Close' Development 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 344, page 848; and First Amendment as recorded in Real 350, 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 548 in Probate Office.
11. Easement to Alabama Power Company by instrument recorded as instrument #1992-26624 in Probate Office.
12. Terms, provisions and covenants regarding roll-back ad valorem taxes as set out in the "Closing Agreement" between Graystone Close, an Alabama Joint Venture and Crown Custom Homes, Inc. dated May 13, 1992, recorded as instrument #1992-9654 in the Probate Office of Shelby County, Alabama.
13. Any loss, liability, damage, claim, expense, cost, and attorney fee occasioned by the statutory right of redemption from the foreclosure by the foreclosure deed dated March 11, 1993, recorded as instrument #1993-06977 in the Probate Office of Shelby County, Alabama, under state and federal law. \$155,750.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said G. DOUG NIGREVILLE and GAYLE B. NIGREVILLE, 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.

IN WITNESS WHEREOF, the said **FIRST FEDERAL BANK, A FEDERAL SAVINGS BANK** by THOMAS C. WICKS, EXECUTIVE VICE PRESIDENT, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28TH day of July, 1993.

FIRST FEDERAL BANK, A FEDERAL SAVINGS BANK

  
by, THOMAS C. WICKS, EXECUTIVE VICE PRESIDENT

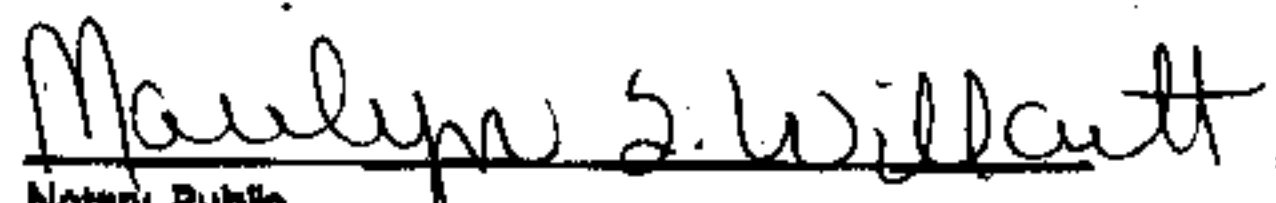
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SHELBY COUNTY JUDGE OF PROBATE  
34.50  
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**STATE OF ALABAMA  
TUSCALOOSA COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS C. WICKS, EXECUTIVE VICE PRESIDENT, of FIRST FEDERAL BANK, A FEDERAL SAVINGS BANK, a corporation, whose name as such officer 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28TH day of July, 1993.

  
Notary Public  
Affix Seal

**MY COMMISSION EXPIRES 12-14-1993**

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04:32 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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