

This instrument was prepared by
(Name) William H. Halbrooks
(Address) 704 Independence Plaza
Birmingham, Alabama 35209

Send Tax Notice To: Michael T. D'Ambra
name
4021 St. Charles Drive
address
Birmingham, Alabama 35209

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

STATE OF ALABAMA
Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Seven Hundred Thirty-Five Thousand and no/100---(\$735,000.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
Amir H. Ashtarani, an unmarried man

(herein referred to as grantors) do grant, bargain, sell and convey unto
Michael T. D'Ambra and Michelle E. D'Ambra

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in _____
Shelby County, Alabama to-wit:

Lot 3, according to the Survey of St. Charles at Greystone, Phase II, as recorded in Map Book 16, Page 22, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

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, in the Probate Office of Shelby County, Alabama and all amendments thereto.

Subject to:

See attached Exceptions.

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\$200,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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, I have hereunto set my hand(s) and seal(s), this 12th day of August, 19 94

WITNESS:

(Seal) Amir H. Ashtarani (Seal)

(Seal) Amir H. Ashtarani (Seal)

(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 Amir H. Ashtarani, an unmarried man 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of August A. D., 19 94

My commission expires: 4/21/96

William H. Halbrooks
Notary Public.

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EXCEPTIONS

1. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment. (see 1975 Code of Alabama Section 40-7-25.3).
2. Building setback lines pursuant to the terms of the Declaration of Covenants, Conditions, and Restrictions recorded in Real 317, Page 260 as amended, and further amended by deed recorded in Real 378, Page 917 in the Probate Office of Shelby County, Alabama.
3. Public easements as shown by recorded plat.
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 60, Page 260 and Deed Book 121, Page 294, in Probate Office.
5. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 Page 96 in Probate Office.
6. Rights of others to use of 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, datd January 1, 1990 and recorded in Real 312, Page 274 in Probate Office, as amended by First Amendment thereto as recorded in Real 317, Page 253 and Second Amendment as recorded in Instrument #1993-3124 in said Probate Office.
7. St. Charles Reciprocal Easement Agreement as set out by instrument recorded in Real 378 page 925 in Probate Office.
8. Covenant and Agreement for Water Service as set out in an Agreement recorded in Real 235, Page 574 and amended by agreement as set out as Instrument #1993-20840 and Instrument #1992-20786 in Probate Office.
9. 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 dated June 6, 1991, and recorded in Real 346, Page 942 and by Second Amendment in Real 378, Page 904, Third Amendment as recorded in Real 397, Page 958, Fourth Amendment as recorded as Instrument #1992-17890 and Fifth Amendment as recorded as Instrument #1993-3123 and Sixth Amendment recorded as Instrument #1993-10163 and Seventh Amendment recorded as Instrument #1993-16982 and Eighth Amendment recorded as Instrument #1993-20968 and Ninth Amendment recorded as Instrument #1993-32840 and Tenth Amendment recorded as Instrument 1994-23329 and by Deed recorded in Real 378, Page 917 and Map Book 16, Page 22 in Probate Office.

10. Cable Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as recorded in Real 350, Page 545, in said Probate Office.

11. Release of Damages by Daniel Oak Mountain Limited Partnership Deed to St. Charles at Greystone, Inc. as set out in Real 378 Page 917, and in Declaration of Conditions and Restrictions as set out in Real 317, Page 260 as amended and Instrument #1993-26600 in Probate Office.

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 instrument recorded in Map Book 16, Page 22 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

13. Supplemental Protective Covenants by Daniel Oak Mountain Limited Partnership and St. Charles at Greystone, Inc. for Greystone Lake 2 Property as set out in Real 379, Page 1 in said Probate Office.

14. Rights of riparian owners in and to the use of Lake 2.

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