

THIS INSTRUMENT WAS PREPARED BY:  
Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

Inst # 1994-37152

SEND TAX NOTICE TO:  
Robert J. Birch  
Annette L. Birch  
1400 Devens Drive  
Brentwood, TN 37027

CORPORATION WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA )  
                              : KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SHELBY        )

That in consideration of ONE HUNDRED FIFTEEN THOUSAND AND NO/100, (\$115,000.00), DOLLARS, in hand paid to the undersigned, Kimbrell Homes, Inc., a corporation, (hereinafter referred to as "GRANTOR"), by Robert J. Birch and spouse, Annette L. Birch, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEES the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 10, according to the survey of Greystone, 4th Sector, as recorded in Map Book 16, Page 89 A, B, & C 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 in the Probate Office of Shelby County, Alabama and all amendments thereto.

The purchase price recited above was paid from the proceeds of a purchase money mortgage for \$300,000.00 executed simultaneously with delivery of this deed.

SUBJECT TO:

- 1. Ad valorem taxes for the current year, 1995.
- 2. Public easements as shown by recorded plat, including 10 feet on the rear and 15 feet through lot.
- 3. Buildingsetback lines pursuant to the terms of the Declarations recorded in Real 317, Page 260 and as amended.
- 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. However, the Company does further insure against loss or damage by the enforcement or attempted enforcement or right to use the surface of the land in order to remove minerals, without consent of the surface owner.

12/22/1994-37152  
09:36 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50

5. Underground transmission granted to Alabama Power Company as shown by instrument recorded in Deed Book 305, Page 637 and as Instrument #1992-26822 in Probate Office.
6. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265, Page 96 in Probate Office.
7. Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in instrument recorded in Deed Book 301, Page 799 in Probate Office.
8. Covenant and Agreement for Water Services, as set out in instrument 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. Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, Page 274 and 1st Amendment by Real 317, Page 253 and 2nd Amendment as Instrument 1993-3126 in Probate Office.
10. Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317, Page 260, amended by Affidavit recorded in Real 319, Page 235 and by First Amendment to Restrictions, as recorded in Real 346, Page 942; Second Amendment to Restrictions as recorded in Real 378, Page 904; Third Amendment as recorded in Real 397, Page 958; Fourth Amendment recorded as Instrument No. 1992-17890; Fifth Amendment recorded as Instrument No. 1993-3123 and Sixth Amendment recorded as Instrument #1993-10163 and 7th Amendment recorded as Instrument #1993-16982 and 8th Amendment recorded as Instrument #1993-20968 and 9th Amendment recorded as Instrument #1993-32840 and 10th Amendment recorded as Instrument #1994-22320 and Map Book 16, Pages 89 A, B, & C in Probate Office.
11. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, page 545 in Probate Office.
12. Covenant releasing predecessor in title from any liability 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 89 A, B, & C in Probate Office; that policy will insure that any violation of this covenants will not result in a forfeiture or reversion of title.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed recorded as Instrument #1992-25485 in the Probate Office.

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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.


GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

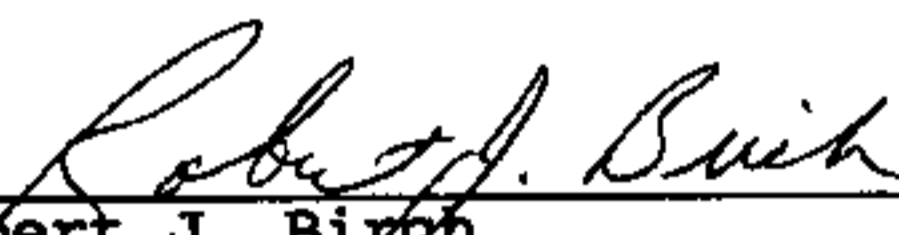
IN WITNESS WHEREOF, the said GRANTOR, by its President, whose

name is John C. Kimbrell, who is authorized to execute this conveyance, has hereto set his signature and seal, this 19th day of December, 1994.

IN WITNESS WHEREOF, we, the GRANTEES, have hereunto set our hands and seals, this 19th day of December, 1994.

Kimbrell Homes, Inc.

  
\_\_\_\_\_  
BY: John C. Kimbrell (SEAL)  
ITS: President  
GRANTOR

  
\_\_\_\_\_  
Robert J. Birch (SEAL)  
GRANTEE

  
\_\_\_\_\_  
Annette L. Birch (SEAL)  
GRANTEE

Inst # 1994-37152

THE STATE OF ALABAMA )  
                                  ;  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John C. Kimbrell whose name as President of Kimbrell Homes, Inc., a corporation, 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 officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of December, 1994.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: MY COMMISSION EXPIRES JUNE 23, 1997

THE STATE OF ALABAMA )  
                                  ;  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert J. Birch and spouse, Annette L. Birch, whose names are signed to the foregoing conveyance as GRANTEES, 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 19th day of December, 1994.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: MY COMMISSION EXPIRES JUNE 23, 1997