

This Instrument Prepared By:

Walter Fletcher  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue  
Birmingham, Alabama 35205

Send Tax Notice To:

Stephen John Smith  
Mary Paula Harrison Smith  
442 Eaton Road  
Birmingham, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**STATUTORY WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of One Hundred Sixty Five Thousand One Hundred Fifty Dollars (\$165,150.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Stephen John Smith and Mary Paula Harrison Smith ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 15, according to the Amended Map of Greystone Village, Phase 2, as recorded in Map Book 19 page 13 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1997 and subsequent years not yet due and payable, (2) Building setback line as shown by Restrictive Covenants recorded as Instrument No. 1994-12222, as amended; (3) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 138, Page 538; in said Probate Office; (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, in said Probate Office; (5) Restrictions, limitations and conditions as set out in Map Book 19 page 13 in Probate Office; (6) Agreement with The Water Works Board of the City of Birmingham in regard to Sanitary Sewer Easements as set out in Inst. #1993/20842 in Probate Office; (7) Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions as set out as Inst. #1994/12222, and 1st Amendment recorded as Inst. #1995/16397 in Probate Office; (8) Articles of Incorporation of Greystone Village Owners Association as set out as Inst. #1993/20847 in Probate Office; (9) Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 page 574 and as Inst. #1993/20840 and Inst. #1992/20786 in Probate Office; (10) Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office; (11) Easement Agreement between Daniel Oak Mountain Limited Partnership and School House Properties, an Alabama general partnership recorded as Instrument No. 1993-22440 in Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or

\$132,000.00 purchase price  
received from the mortgage  
loan closed simultaneously herewith.

Inst # 1996-40952

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unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

TO HAVE AND TO HOLD, to the said Grantee, 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 Greystone Lands, Inc., an Alabama corporation, by its President, Gary R. Dent, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 4 day of December, 1996.

GREYSTONE LANDS, INC., AN ALABAMA CORPORATION

By: \_\_\_\_\_

Gary R. Dent  
President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Gary R. Dent, whose name as President of Greystone Lands, Inc., an Alabama 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 4<sup>th</sup> day of December, 1996.

Walter Fletcher  
Notary Public

My commission expires:  
5/25/97

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