

This Instrument Prepared By:

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

Send Tax Notice To:

Scott A. Montes  
Michelle W. Montes  
633 North Lake Circle  
Birmingham, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Inst # 1999-14650

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

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of One Hundred Ninety Thousand Four Hundred Twelve Dollars (\$190,412.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Scott A. Montes and Michelle W. Montes ("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 54, according to the Final Plat of Subdivision, North Lake at Greystone, Phase 4, as recorded in Map Book 24 page 119 the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1999 and subsequent years not yet due and payable; (2) 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); (3) 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 121 page 294; Deed Book 57 page 584 and Deed Book 60 page 260 in Probate Office; (5) Amended and Restated Restrictive Covenants as set out in instrument(s) recorded in Real 265, Pages 96 and 109; (6) Shelby Cable Agreement as set out in Real 350 page 545; (7) Building setback line as set out in the Declaration of Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Inst. #1996/17498 and Inst. #1998-10063; (8) Covenants and agreement for water service as set out in an Agreement recorded in Real Book 235 page 574 as modified by Agreement recorded as Instrument #1992-20786, as further modified by Agreement recorded as Instrument #1993-20840; (9) Development Agreement including restrictions and covenants as set out in instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument No. 1994-22318; and 1st Amendment recorded in Inst. #1996-530 and 2nd Amendment recorded as Inst. #1998-16170; (10) Greystone Farms North Reciprocal Easement Agreement recorded as Instrument #1996/17497; (11) Declaration of Covenants, Conditions and Restrictions as to Greystone Farms North recorded as Inst. #1996/17498 and amended by Inst. #1998-10063; (12) Articles of Incorporation of Greystone Farms North Owner's Association, Inc., recorded as Inst. #1996-199 and amended in Inst. #1997-8840; (13) Easement Agreement by and between Greystone Farms North, L.L.C., Equine Partners, L.L.C., North Lake at Greystone Owner's Association, Inc., and Greystone Cove, L.L.C.

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SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 59.00

as set out in Inst. #1998-18416 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 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 31 day of March, 1999.

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 31<sup>st</sup> day of March, 1999.

  
Notary Public  
Walter Fletcher

[SEAL]  
My commission expires:  
5/25/2001

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002 CASH 39.00