This Instrument Prepared By:

Walter Fletcher Dominick, Fletcher, Yeilding, Wood & Lloyd, P.A. 2121 Highland Avenue Birmingham, Alabama 35205 Send Tax Notice To:

Robert Raymond Hansel Dale Blue Hansel 259 Narrows Reach Birmingham, Alabama 35242 155 \* 2001-08079
03/07/2001-08079
01=26 PM CERTIFIED
SHELBY COUNTY JUNCE OF PROBATE

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 Forty Nine Thousand Five Hundred Thirteen Dollars (\$149,513.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Robert Raymond Hansel and Dale Blue Hansel ("Grantee"), the receipt and sufficiency of which are 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 84, according to Amended Plat of Final Record Plat of Narrows Reach, as recorded in Map Book 27, Page 3A and 3B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Inst. #2000-9755 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

Subject to: (1) Ad valorem taxes due and payable October 1, 2001 and all subsequent years thereafter; (2) Fire district assessments for 2001 and subsequent years not yet due and payable; (3) Mineral and mining rights not owned by Grantor; (4) The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Instrument #2000-9755; 1st amendment recorded as Inst. #2000-17136; and 2nd amendment recorded as Inst. #2000-36696 in the Probate Office of Shelby County, Alabama; (5) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record; (6) Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 109, Page 70 and Deed Book 145, Page 22; (7) Right of Way granted to Shelby County recorded in Map Book 95, Pages 515, 535 and 503; and (8) Right of Way granted to South Central Bell Telephone Company by instrument(s) recorded in Deed Book 321, Page 610, Deed Book 324, Page 840 and Deed book 329, Page 430, 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, radon, 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 Grantee 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 Grantee 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 \_\_\_\_\_ day of February, 2001.

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 \_\_\_\_\_ day of February, 2001.

Notary Public

Walter Fletcher

My Commission Expires: 5/25/2001

[SEAL]

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Inst # 2001-08079