This Instrument Prepared By:

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

George C. Jones Leslye H. Jones 446 Oxford Way Pelham, Alabama 35124 06/11/2001-23858 2:14 PM CERTIFIED SHELBY COUNTY JUDGE 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 Three Hundred Fifty Six Thousand Three Hundred Five Dollars (\$356,305.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by George C. Jones and Leslye H. Jones ("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 2614, according to the Survey of Weatherly Highlands, The Ledges, Sector 26, Phase One, as recorded in Map Book 26 Page 145 in the Probate Office of Shelby County, Alabama.

Subject to: (1) General and special taxes for the current year and subsequent years; (2) Release of damages as set out in instrument(s) recorded in Instrument #2001-05141; (3) Non-exclusive agreement for ingress, egress and utilities as set out in Instrument #1995-6002; (4) Covenants and agreement for water service and tap fees as set out in Instrument #1995-6003; (5) Restrictions as shown on recorded map(s); (6) Non-exclusive perpetual easement for ingress and egress and utilities as set out in Instrument #1993-37546; (7) 15 foot building line from Oxford Way, as shown on recorded plat; (8) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Instrument #2001-01541; (9) Easements, restrictions, covenants, agreements and provisions, as recorded in Instrument #2000-14750; and (10) All easements, restrictions, limitations, conditions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

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 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 **3nd** day of June, 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 8^{-1} day of June, 2001.

Notary Public My Commission Expires:

MY COMMISSION EXPIRES OCTOBER \$7, 2001

[SEAL]

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Inst # 2001-23858

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