

Send tax notice to:
Ralph Moore and
John Hendrix

P.O. Box 1703
Pelham AL 35124

This instrument prepared by:
Stewart National Title
3595 Grandview Parkway
Suite 350
Birmingham, AL 35243

STATE OF ALABAMA
COUNTY OF SHELBY

Inst # 2001-48355

11/07/2001-48355

03:39 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

198.00

004 CH

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Hundred Seventy-Eight Thousand and no/100 Dollars (\$178,000.00), in hand paid to the undersigned, Brett A. Maddux and wife, Kayce P. Maddux, (hereinafter referred to as the "Grantors") by Ralph Moore and John Hendrix, (hereinafter referred to as the "Grantees"), the receipt and sufficiency of which is hereby acknowledged, the Grantors do, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 82, according to the Final Record Plat of Greystone Farms, Guilford Place, Phase 2, as recorded in Map Book 22, Page 24, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 2002.
2. Building setback lines as shown by restrictive covenants in Inst. No. 1995-16401 and 1st Amendment recorded as Inst. No. 1995-1432, 2nd Amendment recorded as Inst. No. 1996-21440, 3rd Amendment recorded as Inst. No. 1997-2587; 4th Amendment recorded as Inst. No. 1998-10062; and

in Map Book 22, Page 24, and public easements as shown by recorded plat.

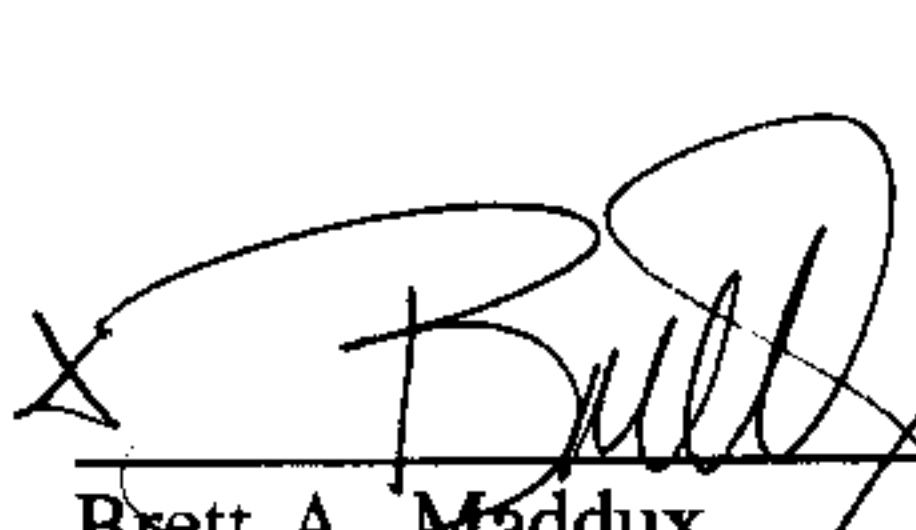
3. Restrictions, covenants and conditions as to Greystone Farms as set out in instrument(s) recorded as Inst. No. 1995-16401 and 1st Amendment recorded in Inst. No. 1995-1432 and 2nd Amendment recorded in Inst. No. 1996-21440 and 3rd Amendment recorded as Inst. No. 1997-2587 and 4th Amendment recorded as Inst. No. 1998-10062.
4. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights, as recorded in Deed Book 121, page 294 and Deed Book 60, page 260, in the Probate Office of Shelby County, Alabama.
5. Restrictions, limitations and conditions as set out in Map Book 22, page 24.
6. Easement to BellSouth Communications as shown by instrument recorded in Inst. No. 1995-7422.
7. Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265, page 96 and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc., dated 7/14/94.
8. Shelby Cable Agreement recorded in Real 350, page 545.
9. Covenants and agreements for water service as set out in an Agreement recorded in Real Book 235, page 574 as modified by Agreement recorded as Inst. No. 1992-20786 as further modified by Agreement recorded as Inst. No. 1993-20840.
10. Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Inst. No. 1994-21963.
11. Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as recorded in Inst. No. 1994-22318 and 1st Amendment recorded as Inst. No. 1996-0530 and 2nd Amendment recorded as Inst. No. 1998-16170.

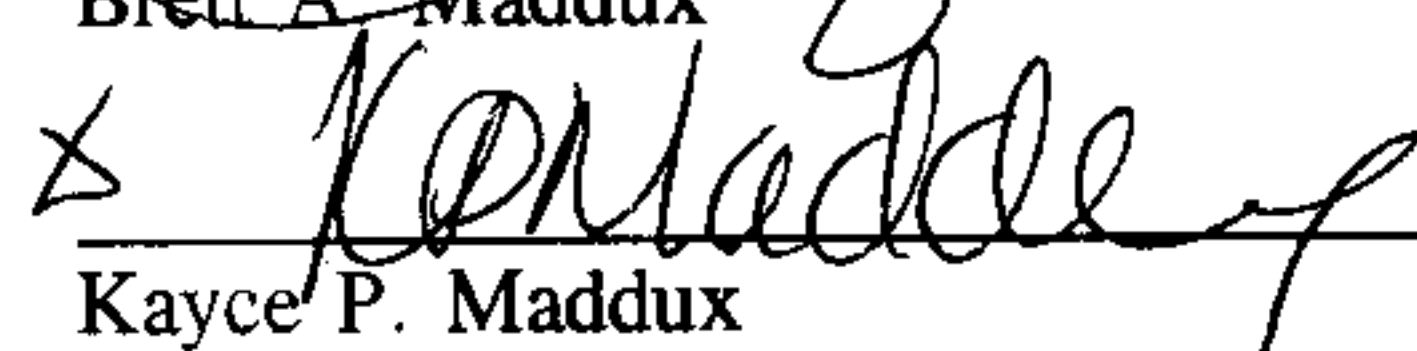
12. Greystone Farms Reciprocal Easement Agreement as set out in Inst. No. 1995-16400.
13. Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions as recorded in Inst. No. 1995-16403.
14. Covenant in Inst. No. 1998-29465 in the Probate Office of Shelby County, Alabama.
15. Release of damages as recorded in Inst. No. 1998-29465.

TO HAVE AND TO HOLD unto the Grantees, as joint tenants, with right of survivorship, their heirs, executors, administrators and assigns forever.

The Grantors do, for themselves, their heirs, executors, administrators and assigns, covenant with the Grantees, their heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances except as noted above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their heirs, executors, administrators and assigns shall, warrant and defend the same to the said Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 2nd day of November, 2001.

X 
Brett A. Maddux

X 
Kayce P. Maddux

STATE OF ALABAMA

)

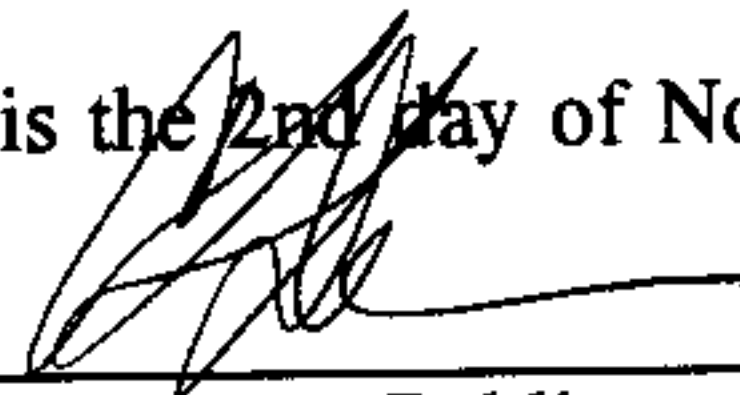
:

JEFFERSON COUNTY

)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brett A. Maddux and wife, Kayce P. Maddux, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of November, 2001.



Notary Public

[NOTARIAL SEAL]

My Commission expires: 9-9-13

Inst # 2001-48355

11/07/2001-48355
03:39 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 198.00