

THIS INSTRUMENT WAS PREPARED BY:  
Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:  
David B. Keith  
Leslie L. Keith  
405 Ramsey Road  
Birmingham, AL 35242

Inst # 2001-48804

11/09/2001-48804  
03:37 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CH 192.00

STATUTORY WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA )

: KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SHELBY )

That in consideration of Five Hundred Twenty-Five Thousand and No/100, (\$525,000.00), DOLLARS, in hand paid to the undersigned, Bedwell Development Corporation, a corporation, (hereinafter referred to as "GRANTOR"), by David B. Keith and spouse, Leslie L. Keith, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEES, as joint tenants with right of survivorship, the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 316, according to the Survey of Greystone Legacy 3rd Sector, as recorded in Map Book 27, Page 109 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 2002.
2. Easements, or claims of easements, not shown by public records.
3. Easements as shown by recorded plat, including two irregular easement on the easterly side as shown on Map Book 27, Page 109.
4. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set out in instrument recorded as Inst. #1999-50995, 1st Amendment recorded as Inst. #2000-4911, 2nd Amendment recorded as Inst. #2000-34390, 3rd Amendment recorded as Inst. #2000-40197, 4th Amendment recorded as Inst. #2001-16407 along with Articles of Incorporation of Greystone Legacy Homeowner's Association, Inc. recorded as Inst. #1999-50982 in Probate Office.
5. Restrictions, limitations, conditions and release of liability as set out in Map Book 27, Page 109.
6. Declaration of Watershed Protective Covenants for Greystone Development as recorded in Inst. #2000-17644, with Assignment and Assumption Agreement recorded as Inst. #2000-20625 in Probate Office.
7. 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 Real 261, Page 493 in Probate Office and as shown on survey of K. B. Weygand & Associates, P.C. dated December 17, 1998.
8. Covenants and Agreements for Water Service dated April 24, 1989, between Dantract, Inc. and Daniel Realty Corporation and Shelby County. as recorded in Real 235, Page 574, along with Amendment recorded as Inst. #1992-20786 and 2nd Amendment recorded as Inst. #1993-20840 in the Probate Office, as shown on the survey of K.B. Weygand & Associates, P.C. dated December 17, 1998, last revised February 3, 1999.
9. Release of damages as set out in instrument recorded in Inst. #2001-01246 in Probate Office.

\$350,000.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

THE GRANTOR, BEDWELL DEVELOPMENT CORPORATION, IS ONE AND THE SAME CORPORATION AS BEDWELL DEVELOPMENT CORP.

TO HAVE AND TO HOLD UNTO the said GRANTEES 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.

To have and to hold unto the said GRANTEES, their heirs and assigns forever.

GRANTOR makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the GRANTOR has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the GRANTOR.

GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, the said GRANTOR, by its President, whose name is Charles R. Bedwell Jr. who is authorized to execute this conveyance, has hereto set his signature and seal, this 2nd day of November, 2001.

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

Bedwell Development Corporation

Charles R. Bedwell Jr. (SEAL)  
BY: Charles R. Bedwell, Jr.  
ITS: President  
GRANTOR

David B. Keith (SEAL)  
David B. Keith  
GRANTEE

Leslie L. Keith (SEAL)  
Leslie L. Keith  
GRANTEE

THE STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles R. Bedwell Jr. President whose name as President of Bedwell Development Corporation, a 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

M. G. V.  
NOTARY PUBLIC  
My commission expires: My Commission Expires: May 21, 2004

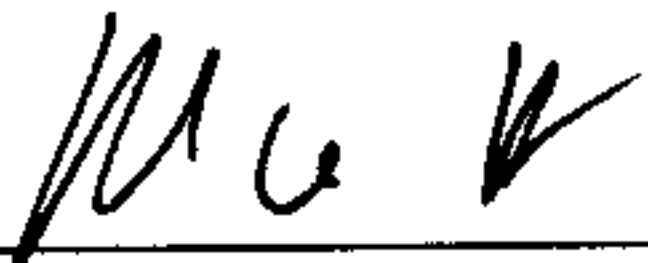
THE STATE OF ALABAMA )

:

COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David B. Keith and spouse, Leslie L. Keith, whose names are signed to the foregoing conveyance as GRANTEES, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

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



\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

Inst # 2001-48804

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