

R0301-1168



20030117000034990 Pg 1/2 28.50
Shelby Cnty Judge of Probate, AL
01/17/2003 11:15:00 FILED/CERTIFIED

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

Jon M. Turner, Jr.
NAJJAR DENABURG, P.C.
Attorneys at Law
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

JAMES V. SPENCER, III
113 GREYSTONE GLEN DRIVE
BIRMINGHAM, ALABAMA 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED
JOINTLY WITH RIGHT OF SURVIVORSHIP

Know All Men by These Presents: That in consideration of **TWO HUNDRED EIGHTY FOUR THOUSAND AND NO/100 (\$284,000.00) DOLLARS** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, I (we), **WILLIAM M. MIDLIK AND MOLLIE W. KEY MIDLIK, HUSBAND AND WIFE**, (herein referred to as GRANTOR) do grant, bargain, sell and convey unto **JAMES V. SPENCER, III AND DIANA R. POOL** (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

LOT 58, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE, SECTOR ONE, AS RECORDED IN MAP BOOK 15, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 2002, which constitutes a lien, but are not yet due and payable until October 1, 2003.
2. Right granted to Alabama Power Company to construct, install, operate and maintain all conduits, cables, translosures and other appliances and facilities useful or necessary for overhead and underground transmission and distribution of electric power and for underground communication services as set forth by instrument recorded in Instrument #1992-26824.
3. Agreement with Alabama Power Company for underground residential distribution, as recorded in Book 386, Page 389.
4. 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 Deed Book 121, Page 294 and Deed Book 60, Page 260.
5. Rights of others to the use of Hugh Daniel Drive as described in Instrument recorded in Deed Book 301, Page 799.
6. Covenant and Agreement with Water Service, as set out in agreement recorded in Book 235, Page 574.
7. Greystone Close Development Declaration of Covenants and Restrictions as recorded in Book 346, Page 873, and First Amended as recorded in Book 380, page 635.
8. Greystone Close Development Reciprocal Easement Agreement which gives access to certain cross-easements and Hugh Daniel Drive and provides for certain assessments for maintenance of the same as recorded in Book 346, Page 848; First Amendment as recorded in Book 380, Page 639, in Probate Office and Second Amendment as recorded in Instrument \$1993-26229 and Third Amendment as recorded in Instrument No. 1995-16399.

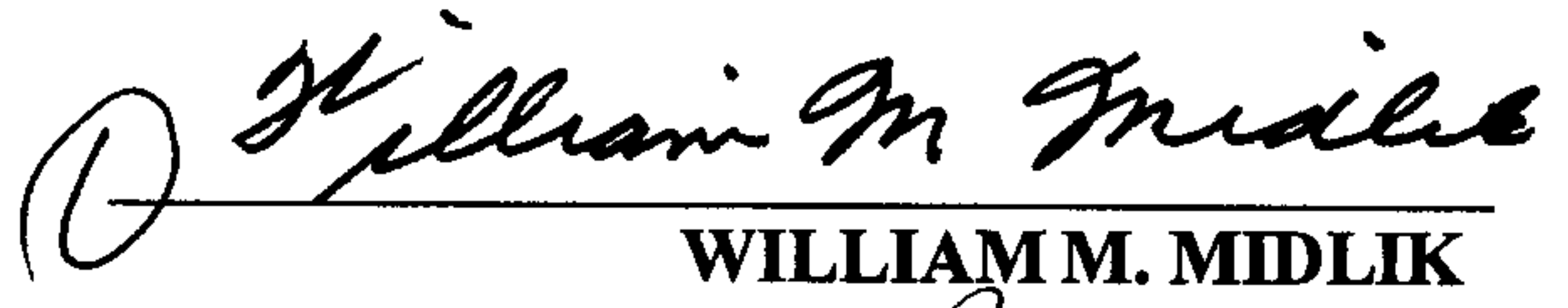

9. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Book 350, page 545.
10. Right of Way granted to Alabama Power Company by instrument recorded in 1992-26824.
11. Amended and restated covenants as set out in instrument recorded in Book 265, Page 96.
12. A 20 foot building line from Greystone Glen Drive and a 5 foot easement along Easterly lot line as shown on recorded map.

\$269,800.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR , **WILLIAM M. MIDLIK AND MOLLIE W. KEY MIDLIK, HUSBAND AND WIFE**, have hereunto set its signature and seal, this the 14TH day of **JANUARY, 2003**.


WILLIAM M. MIDLIK

MOLLIE W. KEY MIDLIK

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, hereby certify that **WILLIAM M. MIDLIK AND MOLLIE W. KEY MIDLIK, HUSBAND AND WIFE**, whose names are signed to the foregoing conveyance, 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 seal on this the 14TH day of **JANUARY, 2003**.


Notary Public

My Commission Expires: 1/28/06