



This instrument was prepared by
(Name) GENE W. GRAY, JR.
(Address) 2100 SOUTHBRIDGE PARKWAY, #638
BIRMINGHAM, ALABAMA 35209

Send Tax Notice To: PAMELA L. BARBEE
name
617 NORTH LAKE CIRCLE
address
BIRMINGHAM, ALABAMA 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA }
Jefferson COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWO HUNDRED NINE THOUSAND AND NO/100-----
----- DOLLARS (\$209,000.00)
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,
JOHN H. LAND, IV AND WIFE, STEPHANIE CLARY LAND

(herein referred to as grantors) do grant, bargain, sell and convey unto PAMELA L. BARBEE AND HUSBAND, DANNY R. BARBEE

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in
SHELBY County, Alabama to-wit:

LOT 46, ACCORDING TO THE FINAL PLAT OF SUBDIVISION, NORTH LAKE AT GREYSTONE,
PHASE 4, AS RECORDED IN MAP BOOK 24, PAGE 119, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO:
ADVALOREM TAXES DUE OCTOBER 1, 2003.
AND ITEMS SHOWN ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND
INCORPORATED HEREIN FOR ALL PURPOSES.

\$159000.00 OF THE CONSIDERATION WAS PAID FROM A MORTGAGE LOAN.

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, 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, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 20th
day of May, 2003.

_____(Seal) _____(Seal)
_____(Seal) JOHN H. LAND, IV _____(Seal)
_____(Seal) Stephanie Clary Land _____(Seal)
_____(Seal) STEPHANIE CLARY LAND _____(Seal)

STATE OF ALABAMA
Jefferson COUNTY

General Acknowledgment

I, GENE W. GRAY, JR., a Notary Public in and for said County, in said State, hereby certify that
JOHN H. LAND, IV AND WIFE, STEPHANIE CLARY LAND
whose name(s) 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 official seal this 20th day of May, A.D., 2003

GENE W. GRAY, JR. _____
Notary Public

Amended and restated Restrictive Covenants as set out in instrument(s) recorded in Real 265, page 96, in the Probate Office.

Building setback line as set out in the Declaration of Covenants, Conditions and Restrictions of Greystone Farms North recorded in Instrument 1996-17498 and amended in Instrument No. 1998-10063 in Probate Office.

Covenants and Agreement for Water service as set out Agreement recorded in Real Book 235, page 574, modification, as recorded in Instrument 1992-20786 and further modified in instrument 1993-20840.

Restrictions, covenants, conditions and homeowners association pertaining to Greystone Farms as recorded in Instrument #1995-16401; First Amendment thereto as recorded in Instrument #1996-01432; Second Amendment, as recorded in Instrument #1996-21440, 3rd Amendment, as recorded in Instrument #1997-2587; 4th Amendment, as recorded in Instrument #1998-10062.

Public easement as shown on recorded map.

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 deed Book 121, Page 294 and Deed Book 60, Page 260.

Easement Agreement by and between Greystone Farms North L.L.C. Equine Partners L.L.C. North Lake at Greystone Owner's Association, Inc. and Greystone Cove, LLC, recorded in instrument 1998-18416.

Restrictions, Covenants, as shown by recorded in Map.

Easement to Bell South Telecommunications as recorded in Instrument No. 1995-7422.

Amended and Restated restrictive covenants including building set back lines and specific provisions for dense buffer along Hugh Daniel Drive, as recorded in Real Volume 264, Page 96 and which said building set back lines and dense buffer are shown on survey of Paragon Engineering, Inc., dated 07/14/94.

Shelby Cable Agreement as recorded in Real Volume 350, Page 5435.

Covenants and Agreement for water service as recorded in Real Volume 235, Page 574 and modified in Instrument #1992-20786, and further modified in Instrument NO. 1993-20840.

Rights of others to the use of Hugh Daniel Drive as recorded in Deed Book 301, Page 799.

Right of way from Daniel Oak Mountain Limited to Shelby County recorded on 07/13/94, as recorded in Instrument #1994-21963.

Development Agreement including restrictions and covenants as set out in instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as recorded in Instrument No. 1994-22318, 1st Amendment, as recorded in Instrument #1996-0530, 2nd Amendment, as recorded in Instrument #1998-16170.

Articles of Incorporation Greystone Farms North Owner's Association as recorded in instrument 1996-199 and 1st Amendment recorded in as instrument 1997-8840.

Declaration of Covenants, conditions and Restrictions as to Greystone Farms North recorded as instrument 1996-17498 and amended in instrument 1998-10063.

Greystone Farms North Reciprocal Easement Agreement as recorded in Instrument No. 1996-17497.

Release of Damages, as set forth in Instrument 2000-10902.

The subdivision shown herein, including lots and streets, lies in an area where natural lime sinks have occurred. Birmingham Title Services Corporation and Stewart Guaranty Title Company make no representations whatsoever that the subdivision lots and streets are safe or suitable for residential construction, or for any other purpose whatsoever.

PAMELA L. BARBEE and DANNY R. BARBEE