

Send tax notice to:

Linda Bogus

James Bogus

This instrument prepared by:

Stewart & Associates, P.C.

3595 Grandview Pkwy, #350

Birmingham, Alabama 35243

BHM 0404343

STATE OF ALABAMA

COUNTY OF JEFFERSON

WARRANTY DEED, WITH JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Million One Hundred Ninety Seven Thousand and 00/100 Dollars (\$1,197,000.00) in hand paid to the undersigned Old Traditional Homes, Inc. (hereinafter referred to as Grantors") by Linda Bogus and James Bogus (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, 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:

"SUBJECT TO" ATTACHED AS EXHIBIT 'A'


\$999,800.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

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

The Grantors do for themselves, their heirs and assigns, covenant with Grantees, their heirs, executors, administrators and assigns, that they are is 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 forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor(s), Old Traditional Homes, Inc., hereunto set their signature(s) and seal(s) on June 15, 2004.

Old Traditional Homes, Inc.,

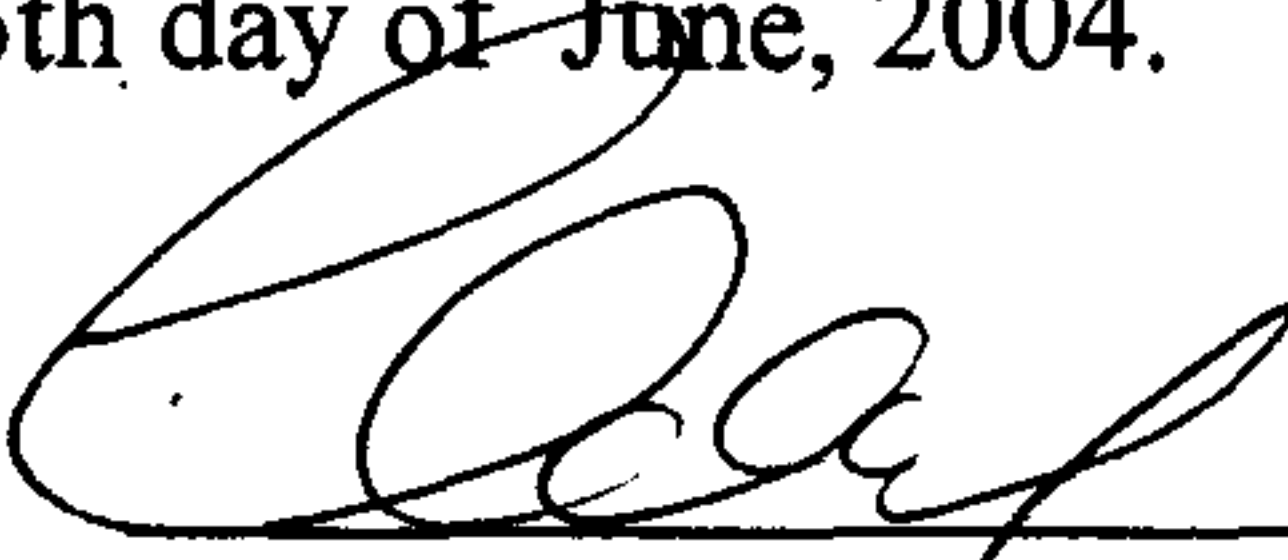
by,   
Richard C. Amberson  
Its President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Old Traditional Homes, Inc., whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of June, 2004.

  
Notary Public  
Commission Expires:



**EXHIBIT "A"**

**Lot 711, according to the Survey of Greystone Legacy, 7th Sector, as recorded in Map Book 30, Page 43 A, B & C, in the Office of the Judge of Probate of Shelby County, Alabama.**

**The lien of Ad Valorem taxes for the year 2004 are a lien but neither due nor payable until 1 October, 2004.**

**Municipal improvements, assessments and fire district dues against subject property, if any.**

**Restrictive covenants, easements and right of ways as set forth in Instrument No. 2001-48193, in the Probate Office of Shelby County, Alabama.**

**50 foot minimum building setback line on the front and rear of lot as shown by recorded map.**

**15 foot minimum building setback line on the sides of lot as shown by recorded map.**

**Restrictive covenants regarding Greystone Homeowner's Association as set forth in Instrument No. 2001-38396, in the Probate Office of Shelby County, Alabama.**

**Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Instrument No. 1999-50995; 1st Amendment recorded in Instrument No. 2000-4911; 2nd Amendment recorded in Instrument No. 2000-34390; 3rd Amendment recorded in Instrument No. 2000-40197 and Instrument No. 2001-48193 along with Articles of Incorporation of Greystone Legacy Homeowner's Association, Inc., as set forth in Instrument No. 1999-50982, in the Probate Office of Shelby County, Alabama.**

**Restrictions, limitations, conditions and release of liability as set forth in Map Book 27, Page 109 and Map Book 30, Page 43 A, B & C, in the Probate Office of Shelby County, Alabama.**

**Restrictive covenants, easement and right of way as set forth in Instrument No. 2001-48193, in the Probate Office of Shelby County, Alabama.**

**Declaration of Watershed Protective Covenants for Greystone Development as set forth in Instrument No. 2000-17644, with Assignment and Assumption Agreement recorded in Instrument No. 2000-20625, in the Probate Office of Shelby County, Alabama.**

**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 Real Book 261, Page 493, in the Probate Office of Shelby County, Alabama.**

**Covenants and Agreements for Water Service dated April 24, 1989 between Dantract, Inc. and Daniel Realty Corporation and Shelby County as set forth in Real Book 235, Page 574, along with Amendment recorded in Instrument No. 1992-20786 and 2nd Amendment recorded in Instrument No. 1993-20840, in the Probate Office of Shelby County, Alabama.**

**Release of damages as set forth in Instrument No. 20030113000024550, in the Probate Office of Shelby County, Alabama.**

**Reciprocal easement agreement as recorded in Instrument No. 2001-38396.**

**10 foot easement along rear lot line as per plat.**