

1208-16808

20080612000240780 1/3 \$698.00
Shelby Cnty Judge of Probate, AL
06/12/2008 03:26:00PM FILED/CERT

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

JASON LOWREY INGRAM
1436 LEGACY DRIVE
BIRMINGHAM, AL 35242

Shelby County, AL 06/12/2008
State of Alabama

Deed Tax: \$681.00

STATE OF ALABAMA
COUNTY OF SHELBY

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
WARRANTY DEED**

Know All Men by These Presents: That in consideration of **ONE MILLION NINETY EIGHT THOUSAND DOLLARS 00/100 (\$1,098,000.00)** to the undersigned grantor, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, **STERLING COMPANIES, LLC** does by these presents, grant, bargain, sell and convey unto **JASON LOWREY INGRAM and CAROLINE DENISE W. INGRAM**, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Lot 866, according to the Survey of Greystone Legacy, 8th Sector, Phase I, as recorded in Map Book 31, Page 14 A, B and C, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. **TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2007 WHICH CONSTITUTES A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2008.**
2. **10 FOOT EASEMENT ALONG REAR LOT LINE AS PER PLAT.**
3. **EASEMENT OF VARYING WIDTH ALONG WEST CORNER OF SUBJECT PROPERTY AS PER PLAT.**
4. **BUILDING AND SETBACK LINES OF 50 FEET AS RECORDED IN MAP BOOK 31, PAGE 14.**
5. **RECIPROCAL EASEMENT AGREEMENT BETWEEN DANIEL OAK MOUNTAIN, GREYSTONE RESIDENT ASSOCIATION, GREYSTONE DEVELOPMENT CO., LLC AND GREYSTONE LEGACY HOMEOWNERS ASSOCIATION AS SETFORTH IN INSTRUMENT NUMBER 20040102000001560.**
6. **SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE DOUMENT RECORDED IN INST. NO. 1999-50995, 1ST AMENDMENT IN INST. NO. 2000-4911, 2ND AMENDMENT IN INST. NO. 2000-34390, 3RD AMENDMENT IN INST. NO. 2000-40197, 4TH AMENDMENT IN INST. NO. 2001-1640-7, 5TH AMENDMENT IN INST. NO. 2001-48193, 6TH AMENDMENT IN INST. NO. 20020823000401390, 7TH AMENDMENT IN INST. NO. 20021003000479580, 8TH AMENDMENT IN INST. NO. 2003022000107790, 9TH AMENDMENT IN INST. NO. 20030424000253400, 10TH AMENDMENT IN INST. NO. 20031023000711510, 12TH AMENDMENT IN INST. NO. 20031105000735500 AND 13TH AMENDMENT IN INST. NO. 2004012900047160.**
7. **RESTRICTIONS, LIMITATIONS AND CONDITIONS AND RELEASE OF LIABILITY AS SETFORTH IN MAP BOOK 31, PAGE 14.**
8. **DECLARATION OF WATERSHED PROTECTIVE COVENANTS FOR GREYSTONE DEVELOPMENT AS SETFORTH IN INST.**

**NO. 2000-17644, WITH ASSIGNMENT AND ASSUMPTION
AGREEMENT AS SETFORTH IN INST. NO. 2000-20625 AND
AMENDED IN INST. NO. 32002-47637.**

9. **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 261, PAGE 493.**
10. **COVENANTS AND AGREEMENTS FOR WATER SERVICES AS
SETFORTH IN REAL 235, PAGE 574, AMENDED IN INST. NO.
1992-20786 AND 2ND AMENDMENT IN INST. NO. 1993-20840.**
11. **RECIPROCAL EASEMENT AGREEMENT AS SET FORTH IN
INST. NO. 2001-38396.**

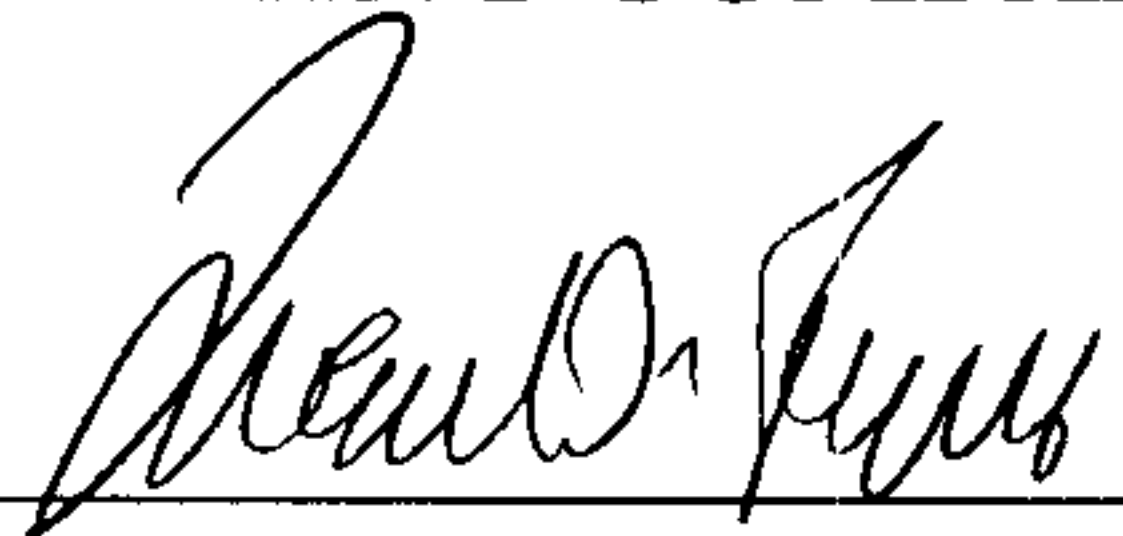
\$417,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns 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, **STERLING COMPANIES, LLC**, by **INGRAM D. TYNES** its **MEMBER**, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 4th day of June, 2008.

STERLING COMPANIES, LLC



INGRAM D. TYNES, MEMBER

**TYNES DEVELOPMENT CORPORATION,
MEMBER**

By: 

INGRAM D. TYNES, PRESIDENT

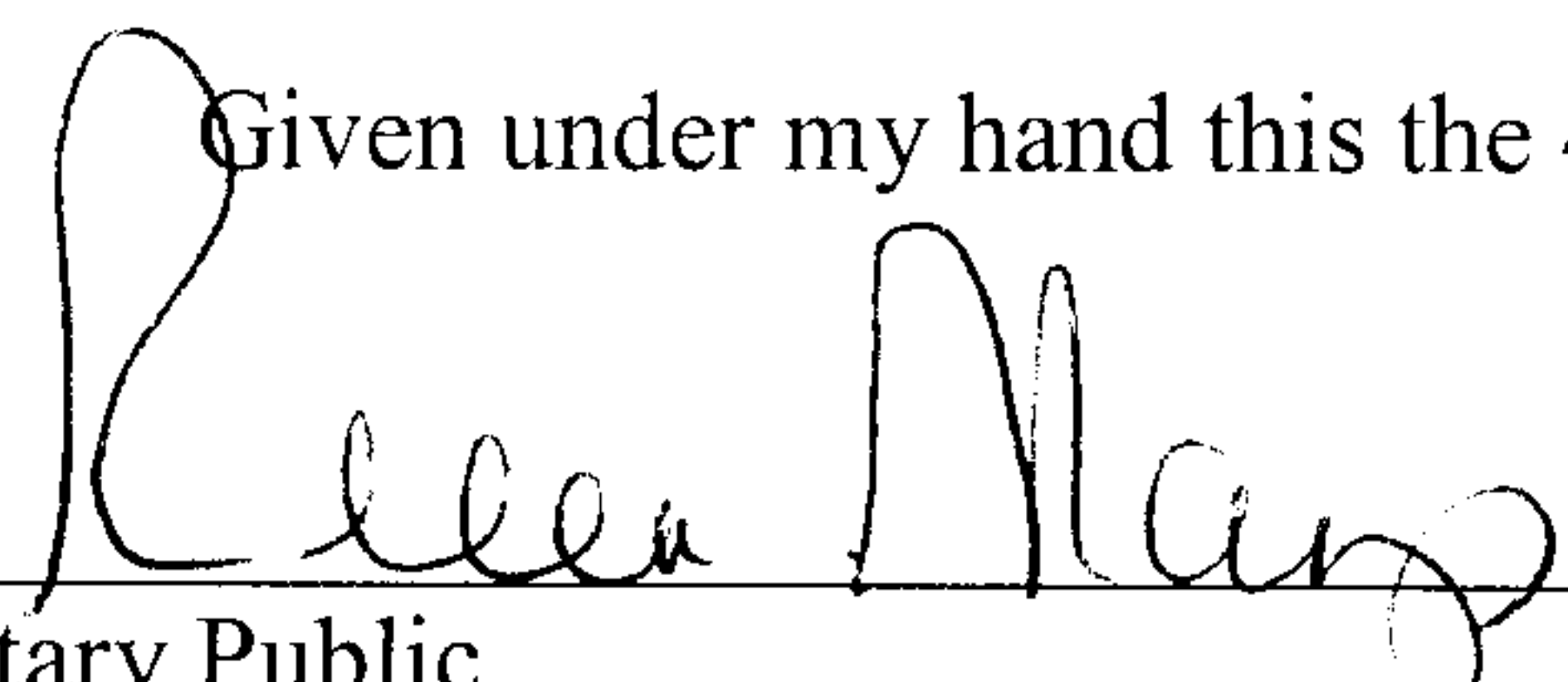
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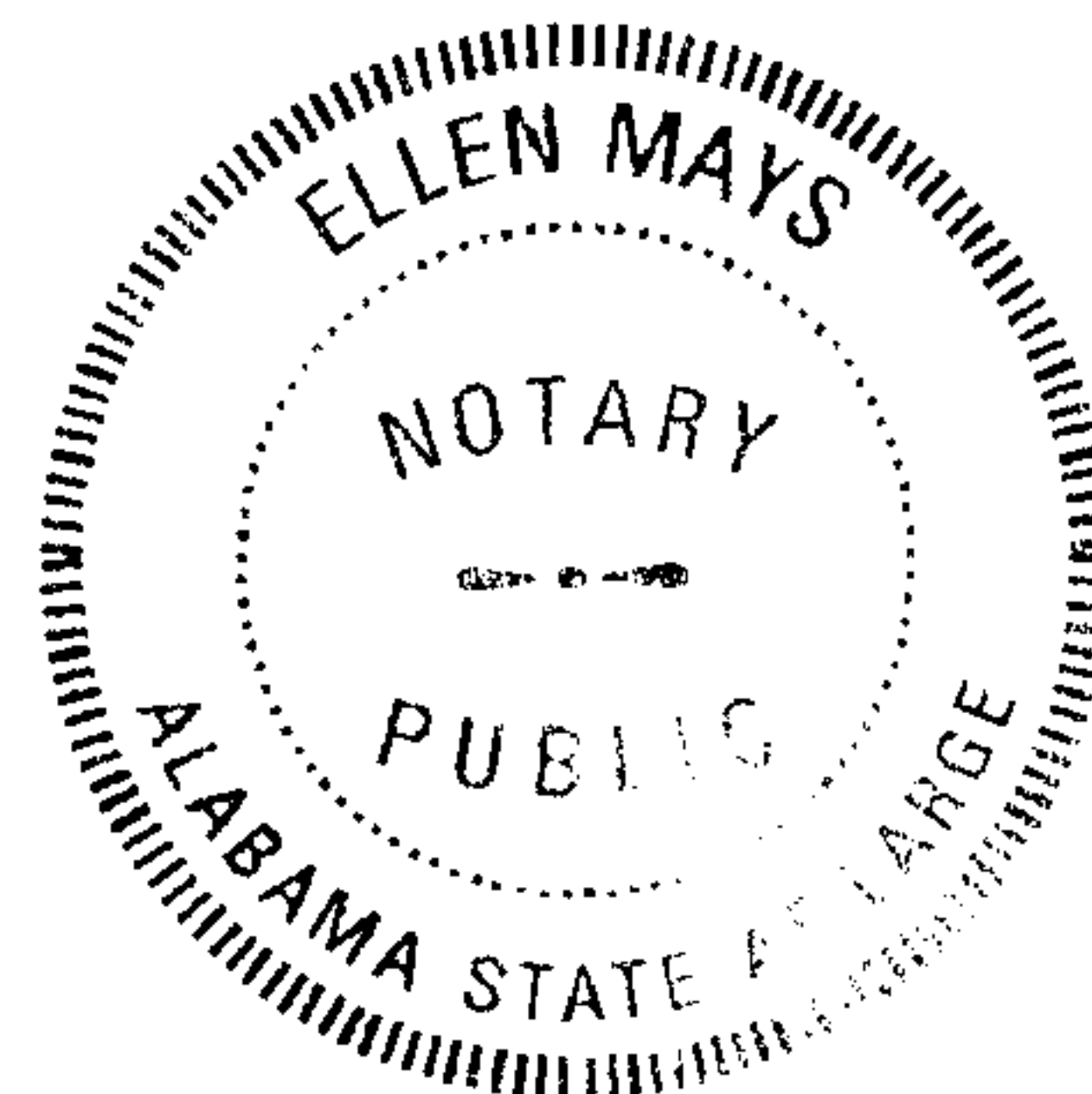
ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **INGRAM D. TYNES**, whose name as **MEMBER** of **STERLING COMPANIES, LLC**, a/an , 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said .

Given under my hand this the 4th day of June, 2008.


Notary Public

My commission expires: 12/20/08

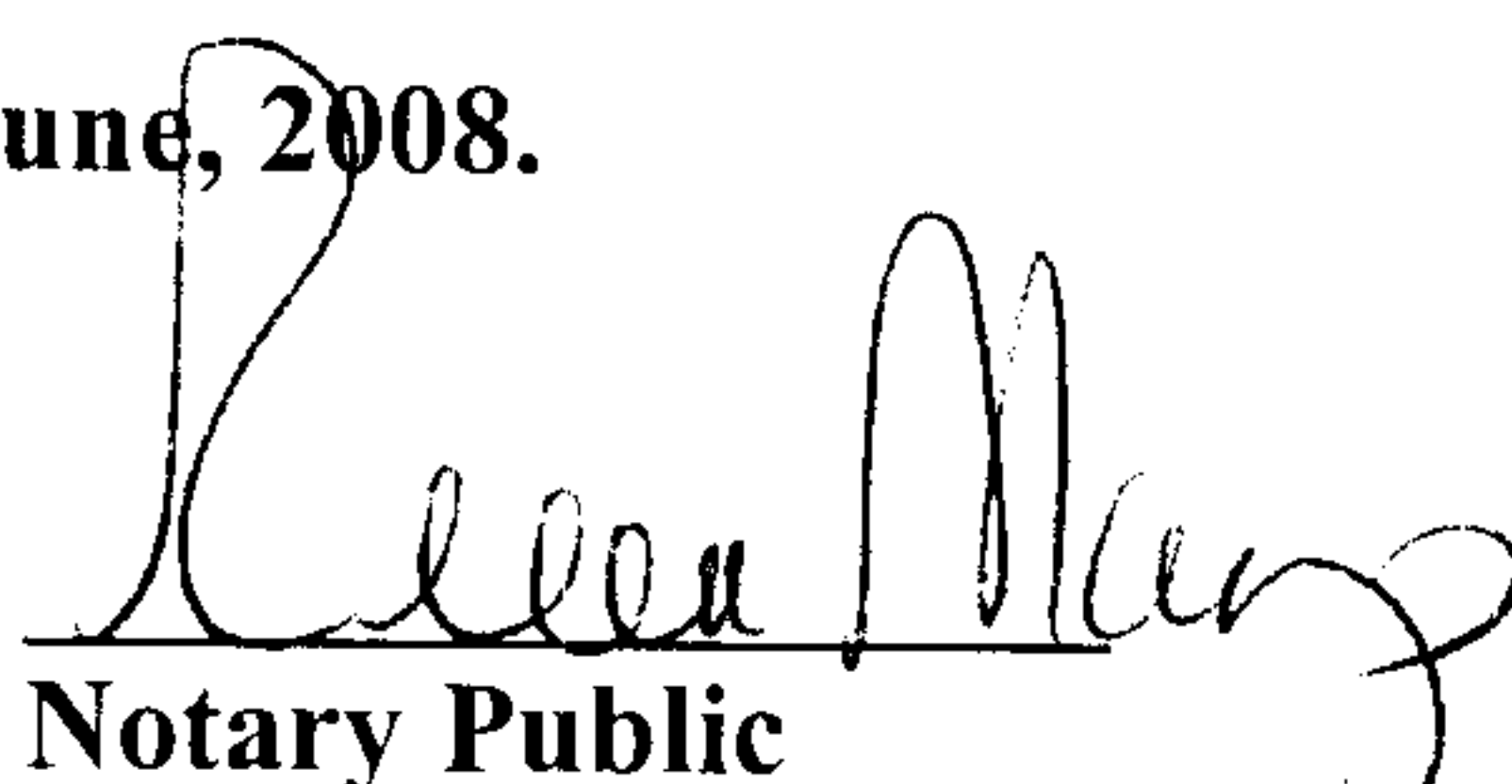


STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Ingram D. Tynes, whose name is signed as President of Tynes Development Corporation, a corporation, the corporation being a member of Sterling Properties, LLC, an Alabama Limited Liability Company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such President, and on behalf of the corporation as a member of Sterling Properties, LLC, executed the same voluntarily and with full authority on behalf of the corporation as the act of said limited liability company.

Given under my hand this the 4th day of June, 2008.


Notary Public

My commission expires: 12/20/08

