

TITLE NOT EXAMINED

Send tax notice to:
Marie Ann Marino and
Edward J. Marino, Trustees
2504 Vale Drive
Birmingham, AL 35244

This instrument prepared by:
Ralph H. Yeilding, Esq.
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

STATE OF ALABAMA)
 :
SHELBY COUNTY)

20090123000094490 1/3
Bk: LR200901 Pg:17973
Jefferson County, Alabama
I certify this instrument filed on
01/23/2009 10:43:15 AM D
Judge of Probate- Alan L. King

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid to Marie Ann Marino, a married individual (the "Grantor"), by Marie Ann Marino and Edward J. Marino, as Trustees of the Marie Ann Marino Revocable Trust, as amended and restated on January 21, 2009, a trust created under the laws of the State of Alabama (the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, subject to the matters hereinafter set forth, the following described real property situated in Shelby County, Alabama, to-wit:

Lot 23, according to the survey of The Crest at Greystone, First Addition, as recorded in Map Book 19 page 52 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Ad valorem taxes, library district dues and fire district assessments for the year 2009 and subsequent years.
2. Building setback as set forth in the Declarations recorded as Instrument #1992-22103, 1st amended as Instrument #1994-3752 and second amended as Instrument #1995-00941 and in Map Book 19, page 52 in the Probate Office.
3. Public easements as shown by recorded plat.
4. Right of ways, covenants and agreements to The Water Works and Sewer Board of the City of Birmingham recorded as Instrument #1994-26400 in Probate Office.

5. 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 121, page 294, and Deed 60, page 260 in Probate Office.

6. Release of damages as set out in instrument recorded in Instrument #1992-22103; 1st amended as Instrument #1994-3752 and second amended as Instrument #1995-00941.

7. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 19 page 52 in Probate Office.

8. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office.


9. The Crest at Greystone Declaration of Covenants, Conditions and Restrictions as set out in Instrument #1992-22103, 1st amended as Instrument #1994-3752 and second amended as Instrument #1995-00941.

The recording references refer to the records in the Office of the Judge of Probate of Shelby County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described real property unto the Grantee, its successors and assigns forever.

And except as to taxes hereafter falling due which are assumed by the Grantee, and except as to the above mentioned encumbrances, the Grantor does, for herself and her heirs and assigns, hereby covenant with the Grantee that she is seized of an indefeasible estate in fee simple in said real property, is in peaceable possession thereof, that said real property is free and clear of all encumbrances, and that she does hereby **WARRANT AND WILL FOREVER DEFEND** the title to said real property and the peaceable possession thereof, unto the Grantee, and to its successors and assigns forever, against the lawful claims of all persons whomsoever.


20090310000087800 2/3 \$243.00
Shelby Cnty Judge of Probate, AL
03/10/2009 01:31:08PM FILED/CERT

The Grantor hereby represents and warrants that the above described real property does not constitute the homestead of the Grantor or the Grantor's spouse (as defined by Section 6-10-2, et seq, of the Code of Alabama, 1975).

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on this 21 day of January, 2009.

Marie Ann Marino [Seal]
Marie Ann Marino

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Marie Ann Marino, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, she executed the same voluntarily, on this date.


Given under my hand and official seal this 21st day of January, 2009.

Georgie S. Mossley
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 7, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS


20090310000087800 3/3 \$243.00
Shelby Cnty Judge of Probate, AL
03/10/2009 01:31:08PM FILED/CERT

Shelby County, AL 03/10/2009
State of Alabama

Deed Tax: \$225.00

20090123000094490 3/3
Bk: LR200901 Pg: 17973
Jefferson County, Alabama
01/23/2009 10:43:15 AM D
Fee - \$11.00
Deed Tax - \$.50
Total of Fees and Taxes - \$11.50
JCOCKRELL