

Send tax notice to:

PHILIP J. SMITH
1436 LEGACY DRIVE
BIRMINGHAM, AL, 35242

This instrument prepared by:
CHARLES D. STEWART, JR.
Attorney at Law
4898 Valleydale Road, Suite A-2
Birmingham, Alabama 35242

STATE OF ALABAMA
Shelby COUNTY

2011123

Shelby County, AL 05/04/2011
State of Alabama
Deed Tax: \$168.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00) in hand paid to the undersigned, DENISE W. INGRAM, AS TRUSTEE OF THE DENISE W. INGRAM MANAGEMENT TRUST DATED OCTOBER 28, 2009 and JASON L. INGRAM, Wife and Husband (hereinafter referred to as "Grantors") by PHILIP J. SMITH and CYNTHIA H. SMITH (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, 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:

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, 2010 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2011.
2. EASEMENTS OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
3. DISCREPANCIES, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHSHORTAGE IN AREA, ENCROACHMENTS, AND ANY FACTS WHICH AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES WOULD DISCLOSE.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL IMPOSED BY LAW AND NOT SHOWN BY PUBLIC RECORD.
5. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS.
6. MUNICIPAL IMPROVEMENTS, TAXES, ASSESSMENTS AND FIRE DISTRICT DUES AGAINST SUBJECT PROPERTY.
7. 10 FOOT EASEMENT ALONG REAR LOT LINE AS PER PLAT.
8. EASEMENT OF VARYING WIDTH ALONG WEST CORNER OF SUBJECT PROPERTY AS PER PLAT.
9. BUILDING AND SETBACK LINES OF 50 FEET AS RECORDED IN MAP BOOK 31, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
10. RECIPROCAL EASEMENT AGREEMENT BETWEEN DANIEL OAK MOUNTAIN, GREYSTONE RESIDENT ASSOCIATION, GREYSTONE DEVELOPMENT CO, LLC AND GREYSTONE LEGACY HOMEOWNER'S ASSOCIATION AS SETFORTH IN INSTRUMENT #20040102000001560.
11. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE DOCUMENT RECORDED IN INSTRUMENT #1999-50995.

12. RESTRICTIONS, LIMITATIONS AND CONDITIONS AND RELEASE OF LIABILITY AS SETFORTH IN MAP BOOK 31, PAGE 14.
13. DECLARATION OF WATERSHED PROTECTIVE COVENANTS FOR GREYSTONE DEVELOPMENT AS SETFORTH IN INSTRUMENT #2000-17644, WITH ASSIGNMENT AND ASSUMPTION AGREEMENT AS SETFORTH IN INSTRUMENT #2000-20625 AND AMENDED IN INSTRUMENT #32002-47637.
14. 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, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
15. COVENANTS AND AGREEMENTS FOR WATER SERVICE AS SET FORTH IN REAL 235, PAGE 574, AMENDED IN INSTRUMENT #1992-20786 AND 2ND AMENDMENT IN INSTRUMENT #1993-20840.
16. RECIPROCAL EASEMENT AGREEMENT AS SEET FORTH IN INSTRUMENT #2001-38396.

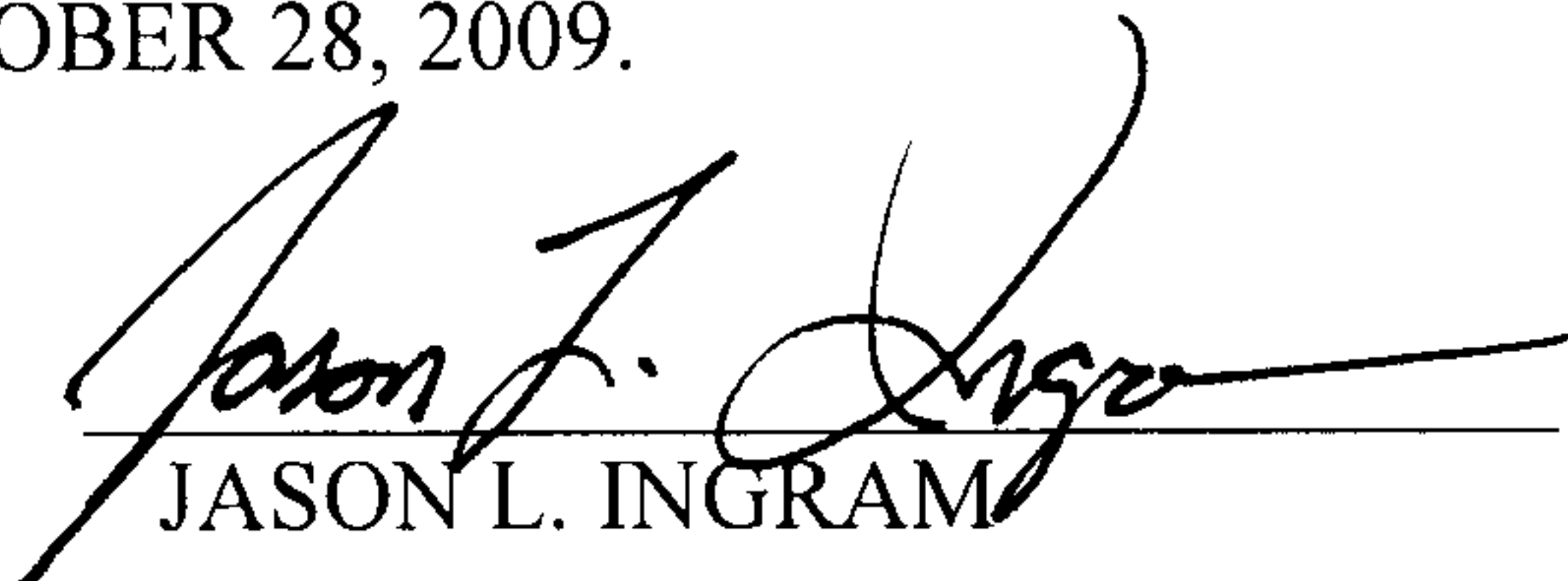
\$672,000.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown 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 Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantor, has hereunto set their hands and seal this the 20th day of April, 2011.


DENISE W. INGRAM

AS TRUSTEE OF THE DENISE W.
INGRAM MANAGEMENT TRUST DATED
OCTOBER 28, 2009.


JASON L. INGRAM

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DENISE W. INGRAM, AS TRUSTEE OF THE DENISE W. INGRAM, MANAGEMENT TRUST and JASON L. INGRAM, whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20th day of April, 2011.




Notary Public

Print Name: *Charles D. Stewart, Jr.*

Commission Expires:

4-13-12