

This instrument prepared by:
idohn N. Randolph, Attorney
Sirote & Permutt P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Edward Duncan Crowder Margaret B. Crowder

Send Tax Notice to:

CORPORATION FORM STATUTORY WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

Shelby County

That in consideration of Thirty-Nine Thousand Nine Hundred and 00/100'S *** (\$39,900.00) Dollars to the undersigned grantor, GREYSTONE CLOSE', AN ALABAMA JOINT VENTURE, in hand paid by Edward Duncan Crowder and Margaret B. Crowder, the receipt whereof is acknowledged, the said grantor does by these presents, grant, bargain, sell and convey unto Edward Duncan Crowder and Margaret B. Crowder, as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

ot 50, according to The Glen at Greystone, Sector One, as recorded in Map Book	<u>15</u>
Page97, in the Probate Office of Shelby County, Alabama.	
Subject to:	

- 1. Advalorem taxes for the current tax year which grantees herein assume and agree to pay.
- 2. 20 foot building line from Fairfax Way, as shown on map of The Gien at Greystone Sector One.
- 3. Title to all minerals within and underlying the premises, together with all 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 Deed Book 121, Page 294 and Deed Book 60, Page 260.
- 4. Rights of others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, Page 799 in Probate Office.
- 5. Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 Page 574 in Probate Office.
- 6. Amended and Restated restrictive covenants, including building set back lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instruments recorded in Real 265, page 96 in Probate Office.
- 7. Greystone Close' Development Declaration of Covenants, Conditions and Restrictions recorded in Real 346, Page 873, in Probate Office.
- 8. Greystone Close' Development Reciprocal Easement Agreement which gives access to certain cross-easements and Hugh Daniel Drive and provides for certain assessments for maintenance of the same, recorded in Real 346, page 848 in the Probate Office.
- 9. Terms and conditions of Agreement between Daniel Oak Mountain, Ltd., and Greystone Close', an Alabama Joint Venture, recorded in Real 346, Page 931, in the Probate Office.
- 10. Greystone Residential Declarations of Covenants, Conditions and Restrictions recorded in Real 317, Page 260, and as amended by affidavit in Real 319, page 235, and as further amended by First Amendment recorded in Real 346, Page 942, in the Probate Office.
- 11. Cable Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 515, in the Probate Office.
- 12. Terms and conditions in the Articles of Incorporation of Greystone Close' Owners Association in Incorporation Volume 44, Page 454.

As a part of the consideration for this sale, and by accepting this conveyance, the Grantees hereby accept and agree to those provisions regarding the use of the "Hugh Daniel Drive Property", as that term is defined in the document described below, contained in those certain Amended and Restated Restrictive Covenants, recorded in Real Volume 265, page 96, in said Probate Court.

\$31,920.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said Edward Duncan Crowder and Margaret 8. Crowder, 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.

375race 459

B00K

BOOK 375PAGE 470

IN WITNESS WHEREOF, the said Greystone Close', an Alabama Joint Venture, by Norville-Randolph at Greystone, Ltd., a limited partnership, Managing Venturer, by, R. R. Randolph, III, Vice President of Norville-Randolph, Inc., General Partner, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 19th day of November, 1991.

Greystone Close', an Alabama Joint Venture, By Norville-Randolph at Greystone, Ltd., a limited partnership,

Managing Venturer, By, Norville-Randolph, Inc., General Partner,

by, R. R. Randolph, III, Vice President

State of Alabama Shelby County

In the undersigned, a Notary Public in and for said County and State, hereby certify that R. R. Randolph, III, whose iname as Vice President of Norville-Randolph, Inc., a corporation, as General Partner of Norville-Randolph at Greystone, Ltd., a limited partnership, as Managing Venturer of Greystone Close', an Alabama Joint Venture, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner of Norville-Randolph at Greystone, Ltd., acting in its capacity as Managing Venturer of Greystone Close', as aforesaid.

Given under my hand and official seal this 19th day of November, 1991.

Noter Public

Affix Seal

STATE OF ALA. SHILLIFE ELL.
TO CERTIFY WAS FILE.
TOTAL OF AN 8: 35

91 DEC -3 AM 8: 35

1. Deed Tex
2. Mtg. Tex
3. Recording Fee
4. Indexing Fee
5. No Tex Fee
6. Certified Fee

Total

1. Deed Tex

2. Mtg. Tex

3. Recording Fee

4. Indexing Fee

5. No Tex Fee

6. Certified Fee