

This Instrument Prepared By:

Send Tax Notice To:

Mary P. Thornton
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue
Birmingham, Alabama 35209

Samuel L. Kennedy
Suzanne J. Kennedy
1316 Berwick Drive
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Fifty Two Thousand Six Hundred Forty Seven and 83/100 Dollars (\$152,647.83) to the undersigned Grantor, Greystone Ridge Partnership, an Alabama General Partnership, the receipt of which is hereby acknowledged, the said Greystone Ridge Partnership ("Grantor"), does by these presents, grant, bargain, sell and convey unto Samuel L. Kennedy and Suzanne J. Kennedy, as Joint Tenants with Right of Survivorship ("Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 58, according to the Survey of First Addition to Greystone Ridge Garden Homes, as recorded in Map Book 16 page 32 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment; (2) Rights or claims of parties in possession not shown by the public records; (3) Easements, or claims of easements, not shown by the public records; (4) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises; (5) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (6) Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any; (7) taxes or special assessments which are not shown as existing liens by public records; (8) any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand and gravel in, on and under subject property; (9) the mortgage, if any, referred to in Schedule A (This exception does NOT apply to Loan Policies); (10) General and special taxes or assessments for 1992 and subsequent years not yet due and payable; (11) Building setbacks as shown in Declaration of Greystone Ridge Covenants, Conditions and Restrictions recorded in Instrument No. 1992-4720 in Probate Office; (12) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 141 page 180, Real 333 page 201 and Real 377 page 441 in Probate Office; (13) 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 Book 4 pages 486, 493 and 495 in Probate Office. We do further insure against loss or to improvement or attempted enforcement of the right to use the surface of the land in order to remove

\$145,000.00 of the purchase price
recited above was paid from the mortgage
loan closed simultaneously herewith.

minerals, without consent of the surface owners; (14) Rights of others to use of Hugh Daniel Drive, as described in instrument recorded in Deed Book 301 Page 799 in Probate Office; (15) Covenant and Agreement for Water Service as set out in instrument between Dantrac and Shelby County, as set out in Real 235 Page 574 in Probate Office; (16) Restrictions, covenants, conditions and building setback lines as set out in Amended Restated Restrictive Covenants recorded in Real 265 Page 96 in the Probate Office of Shelby County, Alabama; (17) Greystone Multi-family Declaration of Covenants, Conditions and Restrictions, as recorded in Real 316 Page 239, as amended by First Amendment recorded in Real 319 page 238, Second Amendment as recorded in Real 336 page 281 and Third Amendment being recorded in Real 397 page 958, and by Instrument No. 1992-4710 in Probate Office; (18) Greystone Ridge Garden Homes and First Addition to Greystone Ridge Garden Homes Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 1992-4720 in Probate Office; (19) Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312 page 274, as amended in Real 317 Page 253 in Probate Office; (20) Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 Page 545 in Probate Office.

TO HAVE AND TO HOLD, to the said Grantee, their heirs and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances except as set out 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 Grantee, their heirs and assigns forever, against only those lawful claims for acts done or suffered by Grantor.

IN WITNESS WHEREOF, the said Greystone Ridge Partnership, an Alabama General Partnership, by its Manager, Gary R. Dent, who is authorized to execute this conveyance, has hereto set his signature and seal, this the 12th day of June, 1992.

GREYSTONE RIDGE PARTNERSHIP, AN ALABAMA
GENERAL PARTNERSHIP

By: GARY R. DENT

Gary R. Dent

As Manager of the Partnership

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Gary R. Dent, whose name as Manager of the Partnership of Greystone Ridge Partnership, an Alabama General Partnership, 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, in his capacity as such Manager, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 12th day of June, 1992.

Mary P. Thout
Notary Public

My Commission Expires: 5/24/95

(NOTARIAL SEAL)

Inst # 1992-11369
06/16/1992-11369
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 17.00