

This Instrument Prepared By:

Send Tax Notice To:

Mary P. Thornton  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue  
Birmingham, Alabama 35205

John A. Moga  
Alice Marie Monti  
1323 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 Twenty Thousand Ninety Six Dollars (\$120,096.00) 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 John A. Moga, and Alice Marie Monti, as joint tenants with right of survivorship ("Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 81 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) General and special taxes or assessments for 1992 and subsequent years not yet due and payable; (2) Building setbacks as shown in Declaration of Greystone Ridge Covenants, Conditions and Restrictions recorded in Instrument No. 1992-4720 in Probate Office; (3) Public utility easements as shown per plat, including irregular on rear of lot; (4) 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; (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 Book 4 pages 486, 493 and 495 in Probate Office; (6) Rights of others to use of Hugh Daniel Drive, as described in instrument recorded in Deed Book 301 Page 799 in Probate Office; (7) Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235 Page 574 in Probate Office; (8) 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; (9) 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; (10) 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; (11) 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; (12) Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 Page 545 in Probate Office.

*\$96,000.00*  
recited and acknowledged in presence of  
loan closed at Shelby County, Alabama

Inst # 1992-20781

TO HAVE AND TO HOLD, to 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 said Grantees, 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 Grantees, their heirs and assigns forever, against the lawful claims of all persons.

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 15<sup>th</sup> day of September, 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 15<sup>th</sup> day of September, 1992.

Mary P. Thornton  
Notary Public  
My Commission Expires: 5/24/95

(NOTARIAL SEAL)

Inst. # 1992-20781  
09/21/1992-20781  
12:43 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

DOE HJS        33.50