

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

Send Tax Notice to:  
MARK L. MILLER  
MARGARET S. MILLER  
501 SEVEN OAKS PARK  
BIRMINGHAM, ALABAMA 35242

## WARRANTY DEED, Joint Tenants with Right of Survivorship

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

JEFFERSON County

That in consideration of **Two Hundred Ten Thousand Five Hundred and 00/100'S \*\*\* (\$210,500.00) Dollars** to the undersigned grantor in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, **MICKEY JOE HARDY, SR., A MARRIED MAN AND MICKEY JOE HARDY, JR., A SINGLE MAN** (herein referred to as grantor) do grant, bargain, sell and convey unto **MARK L. MILLER and MARGARET S. MILLER** (herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in SHELBY County, Alabama, to-wit:

LOT 32, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE, SECTOR THREE, AS RECORDED IN MAP BOOK 16, PAGE 79 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Subject to:

1. Advalorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Building setback line of 20 feet reserved from Woodbridge Lane as shown by recorded plat.
3. Public utility easements as shown by recorded plat.
4. 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 121, page 294 and Deed Book 60 page 260 in Probate Office.
5. Rights of others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301 page 799 in Probate Office.
6. Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 page 574 in Probate Office.
7. Amended and Restated restrictive covenants as set out in instrument recorded in Real 265 page 96 in Probate Office.
8. Greystone Close' Development Declaration of Covenants, Conditions and Restrictions as recorded in Real 346 page 673; and First Amendment as recorded in Real 380 page 635 in Probate Office.
9. Greystone Close' Developmental Reciprocal Easement Agreement which gives access to certain cross-easements and Hugh Daniel Drive and provides for certain assessments for maintenance of the same as recorded in Real 346 page 646; and First Amendment as recorded in Real 380 Page 639 in Probate Office.
10. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Real 350 Page 545 in Probate Office.

One of the Grantors, Mickey Joe Hardy, Sr., hereby certifies that the above described property does not constitute the homestead as defined by Code Section 6-10-2 of said Grantor, nor the spouse of said Grantor.

\$130,500.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto 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 we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators 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, we have hereunto set our hands and seals this 15th of July, 1993.

07/21/1993-21378  
10:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 91.00

 (Seal)  
MICKEY JOE HARDY, SR.

 (SEAL)  
MICKEY JOE HARDY, JR.

Inst # 1993-21378

**STATE OF ALABAMA  
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICKEY JOE HARDY, SR., A MARRIED MAN AND MICKEY JOE HARDY, JR., A SINGLE MAN whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of July, 1993.

  
Notary Public  
Affix Seal

Inst # 1993-21378

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