

IN THE PROBATE COURT )  
OF )  
SHELBY COUNTY, ALABAMA )

**STATEMENT OF LIEN OF THE CAHABA VALLEY  
FIRE AND EMERGENCY MEDICAL RESCUE DISTRICT**

The Cahaba Valley Fire & Emergency Medical Rescue District, a public corporation, duly incorporated and authorized pursuant to Act 62 of the 1977 First Special Session of the Alabama Legislature, as amended thereafter by Alabama Act. No. 79 - 369 and Act No. 82 - 663, hereby claims a lien on the following property, situated in Shelby County, Alabama, to-wit:

**LEGAL DESCRIPTION**


See Exhibit "A" , attached hereto which is a copy of a Deed recorded in Book 335, Page 419, Shelby County Probate Court.

At the time this instrument is recorded, the owners of record of the aforementioned property are HENRY L. COSHATT & PATRICIA COSHATT as per the aforementioned Deed.

This lien is claimed, separately and severally, as to the said land and the buildings and improvements thereon.

The said lien is claimed to secure a preset indebtedness of Two Hundred Twentyone and 69/100 Dollars (\$221.69), due the Cahaba Valley Fire & Emergency Medical Rescue District to date for fire protection and emergency medical services which amount further includes interest, late penalties and reasonable attorneys fees.

This the 27<sup>th</sup> day of October, 1993.

  
\_\_\_\_\_  
MICHAEL G. GRAFFEO  
Attorney for Cahaba Valley Fire &  
Emergency medical Rescue District  
2125 Morris Avenue  
Birmingham, Alabama 35203  
(205) 250-8437  
Our File No. 93-5503-0GH/MGG

Inst # 1993-34291

11/02/1993-34291  
09:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DD2 MCD .00

Inst # 1993-34291



GREYSTONE

STATUTORY WARRANTY DEED

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

BOOK 335 PAGE 419

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO: SHEILA D. ELLIS DANIEL CORPORATION P.O. BOX 383001 BIRMINGHAM, ALABAMA 35238-3001

SEND TAX NOTICE TO: HENRY L. CASHAW 912 19TH ST. N.W. BIRMINGHAM, AL 35215

THIS STATUTORY WARRANTY DEED is executed and delivered on this 26th day of March 1991 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of Henry L. Cashaw and wife, Patricia Cashaw ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration, of the sum of \$77,805.00 (Seventy Seven Thousand Eight Hundred Five and 00/100 Dollars), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 33, according to the Map and Survey of Greystone - 1st Sector, 1st Phase, as recorded in Map Book 14, Page 91 in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to use the private roadways, Common Areas and High Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real Book 107, Page 260 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration")

- The Property is conveyed subject to the following: 1. Any dwelling built on the Property shall contain not less than 1,000 square feet of Living Space, as defined in the Declaration, for a single-story house) or 3,000 square feet of Living Space, as defined in the Declaration, for multi-story houses. 2. Subject to the provisions of Sections 6.04(a), 6.04(b) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks: (i) Front Setback: 30 feet; (ii) Rear Setback: 30 feet; (iii) Side Setback: 15 feet.

- The foregoing setbacks shall be measured from the property lines of the Property. 1. All valuer taxes due and payable October 1, 1991 and all subsequent years thereafter. 4. Fire district dues and library district assessments for the current year and all subsequent years thereafter. 5. All applicable zoning ordinances. 7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration. 8. All easements, restrictions, reservations, agreements, rights of way, building setback lines and any other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that:

- (i) Grantees shall not be liable for and Grantees, jointly and severally, hereby waive and release Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantees or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor; (ii) Grantor, its executors and assigns, shall have the right to develop and construct attached and detached townhouses, condominiums, co-ops, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as "MD" or medium density residential land use classifications on the Development Plan for the Development; and (iii) The purchase and ownership of the Property shall not entitle Grantees or the family members, guests, invitees, heirs, successors or assigns of Grantees, in any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

Table with 2 columns: Fee Type and Amount. 1. Deed Tax: 78.00; 2. Mig. Tax: 4.00; 3. Recording Fee: 1.00; 4. Indexing Fee: 1.00; 5. No Tax Fee: 1.00; 6. Certified Fee: 1.00; Total: 87.00

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership. By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation. [Signature]

STATE OF ALABAMA 91 MAR 28 AM 8:18 SHELBY COUNTY JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, 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 on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 26th day of March 1991. [Signature: Sheila D. Ellis] Notary Public My Commission Expires 2/26/94

Inst # 1993-34291 11/02/1993-34291 09:16 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE .00

Exhibit "A"