

This Instrument Prepared By:

Send Tax Notice To:

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

James A. Smith
M.I. Smith
1145 Berwick Road
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 Forty-Nine Thousand Two Hundred Dollars (\$149,200.00) 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 James A. Smith and M.I. Smith, as joint tenants with right of survivorship ("Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 158-A, according to the Resurvey of Lots 129 through 178, Greystone Ridge Garden Homes, as recorded in Map Book 17 page 28 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1994 and subsequent years not yet due and payable, including any additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment; (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 by recorded plat; (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 and amended by agreement as set out as Instrument #1993-20840 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 Multifamily 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, Third Amendment recorded as Instrument #1992-4710 and Fourth Amendment recorded as Instrument #1993-10164 in Probate Office; (10) Greystone Ridge Garden Homes and First Addition to Greystone Ridge Garden Homes Declaration of Covenants, Conditions and Restrictions recorded as 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, and

\$153,676.00 of the purchase price
recited above was paid from the mortgage
loan closed simultaneously herewith.

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First Amendment recorded in Real 317 Page 253 and Second Amendment recorded as Instrument #1993-3124 in Probate Office; (12) Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 Page 545; (13) Easement(s) to Alabama Power Company by instrument(s) recorded as Instrument #1992-26820 in Probate Office.

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 for those 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 10th day of February, 1994.

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, and with full authority thereto.

Given under my hand and seal this the 10th day of February, 1994.

Mary P. Thornton
Notary Public

a:SMI-GREY

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