

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
Anthony J. Deville
Karen W. Deville
3629 Shandwick Place
Birmingham, AL 35242

Inst # 1994-06184

WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA)
COUNTY OF SHELBY) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of FOUR HUNDRED FIVE THOUSAND AND NO/100, (\$405,000.00), DOLLARS, in hand paid to the undersigned, Anthony C. Cuicchi, and spouse, Diane L. Cuicchi, (hereinafter referred to as "GRANTORS"), by Anthony J. Deville and spouse, Karen W. Deville, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEES the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 58, according to the survey of Greystone, 1st Sector, Phase II, as recorded in Map Book 15, Pages 58, 59, 60 and 61 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, Common areas and Hugh 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 317, Page 260 and as Amended thereto.

SUBJECT TO:

1. Ad valorem taxes for the current year, 1994.
2. Building setback lines pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions, as set out in instruments recorded in Real 317, Page 260 as amended, and Map Book 15, Page 58, 59, 60 and 61 and further amended by Real 384, Page 45 in Probate Office.
3. Public utility easements as shown by recorded plat, including 10 feet on the Westerly and 7.5 feet on the Northerly side of lot.
4. Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317, Page 260, amended by Affidavit as recorded in Real 319, Page 235, and further amended by 1st Amendment recorded in Real 346, Page 942, 2nd Amendment as recorded in Real 378, Page 904, 3rd Amendment recorded in Real 397, Page 958 and 4th Amendment as Instrument #1992-17890 and 5th Amendment as Instrument #1993-3123 and 6th Amendment as recorded as Instrument #1993-10163 and 7th Amendment as recorded as Instrument #1993-16482 and 8th Amendment recorded as Instrument #1993-20968 and 9th Amendment recorded as Instrument #1993-32840 and Map Book 15, Pages 58, 59, 60 and 61, and further amended by instrument recorded as Real 384, Page 45 in Probate Office.
5. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265, Page 96 in Probate Office.
6. Transmission Line Permits to Alabama Power Company, as shown by instruments recorded in Deed Book 109, Page 505, Deed 112, Page 517, Deed Book 186, Page 223, Deed Book 239, Page 214 and Real 333, Page 201 in Probate Office.

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03:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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7. Rights of others to use of High Daniel Drive and Greystone Drive, as described in instrument recorded in Deed Book 301, Page 799 in Probate Office.
8. Covenant and Agreement for Water Services, as set out in instrument recorded in Real 235, Page 574 and amended by agreement as set out as Instrument #1993-20840 in Probate Office.
9. Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, Page 274, and 1st Amendment by Real 317, Page 253 and 2nd Amendment as Instrument #1993-3124 in Probate Office.
10. 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, Page 486, Deed Book 127, Page 140 and Deed Book 60, Page 260 in Probate Office. We do further insure against loss or damage by the enforcement or attempted enforcement of the right to use the surface of the land in order to remove minerals, without consent of the surface owner.
11. Agreement with Alabama Power Company in regards to Underground cables, as set out in Real 333, Page 138 in Probate Office.
12. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 545 in Probate Office.
13. Release of damages as set out in Declaration of Covenants, Conditions and Restrictions in Real 317, Page 260 as amended and in the deed from Daniel Oak Mountain Limited Partnership recorded in Real 384, Page 45 in Probate Office.
14. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 15, Pages 58, 59, 60 and 61 in Probate Office; the policy insures that any violation of this covenant will not result in a forfeiture or reversion of title.

\$320,000.00 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.

GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, we have hereunto set our hands and seals,
this 21st day of February, 1994.

Anthony C. Cuicchi (SEAL)
Anthony C. Cuicchi
GRANTOR

Diane L. Cuicchi (SEAL)
Diane L. Cuicchi
GRANTOR

Anthony J. Deville (SEAL)
Anthony J. Deville
GRANTEE

Karen W. Deville (SEAL)
Karen W. Deville
GRANTEE

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Anthony C. Cuicchi and spouse, Diane L. Cuicchi, 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 21st day of February, 1994.

Karen Sue Underwood
NOTARY PUBLIC
My commission expires: 6/23/97

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Anthony J. Deville and spouse, Karen W. Deville, whose names are signed to the foregoing conveyance as GRANTEES, 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 21st day of February, 1994.

Karen Sue Underwood
NOTARY PUBLIC
Inst # 1994-06184 My commission expires: 6/23/97