

This Instrument Prepared By:

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

Send Tax Notice To:

Ralph David Davison, III
Elizabeth H. Davison
341 Amherst 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 Sixty Four Thousand Dollars (\$164,000.00) to the undersigned Grantor, Greystone Ridge Partnership, an Alabama General Partnership, in hand paid by the Grantee, the receipt of which is hereby acknowledged, the said Greystone Ridge Partnership ("Grantor"), does by these presents, grant, bargain, sell and convey unto Ralph David Davison, III and wife, Elizabeth H. Davison ("Grantee"), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 91-A, according to the resurvey of Lots 91 and 92, Greystone Village, Phase 1, as recorded in Map Book 18, page 68, in the Probate Office, 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 setback line as shown by Restrictive Covenants recorded as Instrument No. 1993-20846; (3) Public utility easements as shown by recorded plat, including 6.5 feet on the Easterly side of lot; (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; Deed Book 60, page 260 and Deed Book 4 pages 493 and 495 in said Probate Office; (5) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 109 page 501; Deed Book 109 page 500; Deed Book 109 page 505 A & B and Deed Book 239 page 214 in said Probate Office; (6) Rights of riparian owners in and to the use of Butterfly Lake as shown by the Restrictive Covenants; (7) 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 18 page 9 in said Probate Office; (8) Rights of others to the use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301 page 799 in said Probate Office; (9) Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 page 574 and recorded as Instrument #1993-20840 in said Probate Office; (10) Amended and Restated Restrictive Covenants as set out in instruments recorded in Real 265 page 96 in said Probate Office; (11) Declaration of Protective Covenants as Instrument #1993-20846

\$ 151,290.00 of the purchase price
recited above was paid from the mortgage
loan closed simultaneously herewith.

04/28/1994-13836
10:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 26.00

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with Articles of Incorporation of Greystone Village Homeowners recorded as Instrument #1993-20847 in said 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 said Probate Office; (22) Easement Agreement between Daniel Oak Mountain Limited Partnership and School House Properties recorded as Instrument No. 1993-22440 in said Probate Office; and (23) Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1994-12222 in said Probate Office.

TO HAVE AND TO HOLD, to the said Grantee, 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 Grantee, 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 Grantee, their heirs and assigns forever, against the lawful claims of all persons for only 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 22d day of April, 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 22d day of April, 1994.

Mary P. Thornton
Notary Public

[SEAL]

My commission expires:

5/24/94
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