

This Instrument Prepared By:

Send Tax Notice To:

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

Hugh M. Sims
Jo E. Sims
336 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 Nine Hundred Dollars (\$164,900.00) to the undersigned Greystone Ridge, Inc., an Alabama corporation ("Grantor"), in hand paid by Hugh M. Sims and Jo E. Sims ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 72, according to the Survey of Greystone Village, Phase I, as recorded in Map Book 18, page 9 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 easements as shown by recorded plat, including irregular sewer easement through rear and 7.5 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 Probate Office; (11) Amended and Restated Greystone Village Declaration of Covenants, Conditions, and Restrictions as recorded as Instrument #1994-12222 with Articles of Incorporation of Greystone Village Homeowners as Instrument #1993-20847 in the Probate Office; (12) Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and

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Shelby Cable, Inc. recorded in Real 350 page 545 in said Probate Office; (13) Easement Agreement between Daniel Oak Mountain Limited Partnership and School House Properties recorded as Instrument No. 1993-22440 in said Probate Office; (14) Grantor's reservation of a 15 foot easement for sanitary sewer purposes, and a 30 foot temporary easement for construction of such sanitary sewer line, along the northern boundary of said Lot 72.

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, Inc., an Alabama corporation, by its President, Gary R. Dent, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 9th day of September, 1994.

GREYSTONE RIDGE, INC., AN ALABAMA CORPORATION

By: 

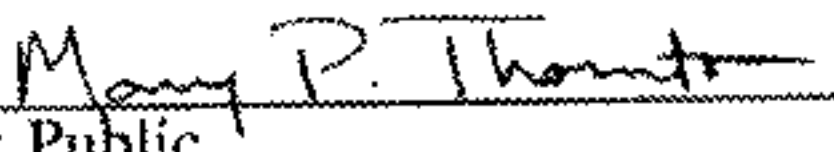
Gary R. Dent
President

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 President of Greystone Ridge, Inc., an Alabama corporation, 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 President, executed the same voluntarily on the day the same bears date, and with full authority thereto.

Given under my hand and seal this the 9th day of September, 1994.


Notary Public

[SEAL]

My commission expires:

5/24/95

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