(Name) John L. Hartman, III

P. O. Box 846

(Address)Birmingham, AL 35201 CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

SEND TAX NOTICE TO:

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of Three Hundred Fifty-five Thousand and no/100 (\$355,000.00)----DOLLARS

CORNERSTONE BUILDING COMPANY, INC. a corporation, to the undersigned grantor, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

William P. Murphy and Susan B. Murphy

(herein referred to as 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 estate, Shelby County, Alabama, to-wit: situated in

(See attached Exhibit "A" for legal description)

Inst # 1995-03222

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\$284,000.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To 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. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

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, executors and assigns forever, against the lawful claims of all persons.

Donald M. Acton IN WITNESS WHEREOF, the said GRANTOR, by its President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 1st - day of February 19 95.

ATTEST:

CORNERSTONE BUILDING COMPANY, INC.

Donald M. Acton

STATE OF Alabama COUNTY OF Jefferson

the undersigned

a Notary Public in and for said County in said

State, hereby certify that Donald M. Acton CORNERSTONE BUILDING COMPANY, INC. President of a 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

day of February Given under my hand and official seal, this the lst

John L Hartman, III

FORM NO. LT004

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## EXHIBIT "A"

THE REPORT OF THE PARTY OF THE

Lot 12, according to the survey of Greystone, 1st Sector, Phase VI, as recorded in Map Book 16 page 63 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, recorded in Real 317, page 260 in the Probate Office of Shelby County, Alabama, and all amendments thereto.

(1) Current taxes; (2) Minimum square footage requirements and building setback line pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260, as amended, and in Map Book 16, page 63 in Probate Office; (3) Public easements as shown by recorded plat, including 10 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, futher amended by First Amendment recorded in Real 346, page 942, 2nd Amendment as recorded in Real 378, pae 904, 3rd Amendment recorded in Real 397, Page 958, 4th Amendment recorded as Instrument #1992-17890, 5th Amendment recorded as Instrument #1993-3123 and 6th Amendment recorded as Instrument 1993-10163 and 7th Amendment recorded as Instrument #1993-16982 and 8th Amendment recorded as Instrument #1993-20968 and 9th Amendment recorded as Instrument #32840 and 10th Amendment recorded as Instrument #1994-23329 and in deed from Owner to Purchaser, and by Map Book 16 page 63 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 in Probate Office; (7) Rights of others to use of Hugh 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 and Instrument #1992-20786 in Probate Office; (9) Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312 page 274 in Probate Office and 1st Amendment in 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 pages 486 in Probate Office; (11) Easement to Alabama Power Company recorded in Real 333 page 201 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 as set out in Real 317 page 260, as amended in Probate Office; (14) Agreement with Alabama Power Company as to underground cables recorded as Instrument #1992-26823 in Probate Office; (15) Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded as Instrument #1993-11001 in the Probate Office.

Jr. ★ 1995-03222

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