

This Instrument Prepared By:

Send Tax Notice To:

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

Marvin M. Biggs, III  
Allison O. Biggs  
453 Eaton Road  
Birmingham, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**STATUTORY WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of One Hundred Sixty Nine Thousand One Hundred Dollars (\$169,100.00) to the undersigned Greystone Ridge, Inc., an Alabama corporation ("Grantor"), in hand paid by Marvin M. Biggs, III and Allison O. Biggs ("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 42, according to the Amended Map of Greystone Village, Phase 2, as recorded in Map Book 19, page 13 in the Probate Office, Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1995 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. 1994-12222; (3) Public easements as shown by recorded plat, including irregular easement on the Easterly side of lot; (4) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 138 page 538 in said 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 121 page 294 in said Probate Office; (6) Restrictions, covenants and conditions as set out in instrument(s) recorded in Map Book 19 page 13 in said Probate Office; (7) Sanitary Sewer Easements to The Water Works Board of the City of Birmingham as recorded as Instrument #1993-20842 in said Probate Office; (8) Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions as set out as Instrument #1994-12222 in said Probate Office; (9) Articles of Incorporation of Greystone Village Owners Association as set out as Instrument #1993-20847 in said Probate Office; (10) 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; (11) Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 page 574 and as Instrument #1993-20840 and Instrument #1992-20786 in said Probate Office; (12) Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office; (13) Easement Agreement between Daniel Oak Mountain Limited Partnership and School House Properties, an Alabama general partnership as set out in Instrument #1993-22440 in said Probate Office; (14) Restrictions and covenants set out in deed from Daniel Oak Mountain Partnership recorded as Instrument #1993-22439 in said Probate Office; (15) Easement granted and reserved in those deeds from Opal Seifert recorded in Deed 230 page 747, Deed 244 page 292, Deed 225 page 775 and Deed 333 page 212 in said Probate Office.

\$135,250.00 of the purchase price  
recited above was paid from the mortgage  
loan closed simultaneously herewith.

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Inst # 1995-08910

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.

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 30th day of March, 1995.

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 30 day of March, 1995.

Travis Mitchell  
Notary Public

[SEAL]

My commission expires: 5/25/97

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c:BIG-DED

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