

This instrument prepared by:  
John N. Randolph  
Sirote & Permutt P.C.  
2222 Arlington Avenue  
Birmingham, Alabama 35205

Send Tax Notice to:  
Robert P. Thompson  
Peggy C. Thompson  
~~1528 N. Carraway Blvd.~~  
~~Birmingham, AL 35283~~  
1528 Carraway Blvd.  
Birmingham, AL. 35283

STATE OF ALABAMA )

JEFFERSON COUNTY )

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Seventeen Thousand Five Hundred and no/100's (\$117,500.00) and other good and valuable consideration to the undersigned James T. Summerlin and wife, Fran Summerlin (herein referred to as "Grantors"), in hand paid by Robert P. Thompson and wife, Peggy C. Thompson (herein referred to as "Grantees"), the receipt of which is hereby acknowledged, the said grantors do by these presents, grant, bargain, sell and convey unto the said Grantees, as tenants in common with equal rights and interest for the period or term that the said Grantees shall both survive, and unto the survivor of the said Grantees, at the death of the other, and to the heirs and assigns of such survivor in fee simple forever, such tenancy being expressly intended to create co-tenants in common for life with a contingent remainder in fee in favor of the survivor of the said Grantees, the following described real estate situated in Shelby County, Alabama, to-wit:

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Lot 3, according to the Amended Map of Greystone, First Sector, Phase VII, as recorded in Map Book 17, page 53, 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, in the Probate Office of Shelby County, Alabama, and all amendments thereto.

Subject to:

1. Ad valorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Building setback lines pursuant to the terms of the Declaration of Covenants, Conditions, and Restrictions recorded in Real 317, page 260, as amended, in Map Book 17, page 53.
3. Public easements as shown by recorded plat, including 10 feet on the rear 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 60, page 260, and Deed Book 121, page 294, in Probate Office. However, the Company does 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.
5. Underground Transmission Line Permit granted to Alabama Power Company by instrument recorded in Deed Book 305, page 637, and covenants pertaining thereto recorded as Instrument #1994 -1192, in Probate Office.
6. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Real 350, page 206, in Probate Office.
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 be now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 17, page 53, in Probate Office; the policy insures that any violation of this covenant will not result in a forfeiture or reversion of title.
8. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265, page 96, in Probate Office.
9. 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.
10. Covenant and Agreement for Water Services, as set out in instrument recorded in Real Volume 235, page 574, and amended by agreement as set out as Instrument #1993 -20840, and Instrument #1992 -20786, in Probate Office.
11. Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, page 274, in Probate Office, and 1st Amendment by Real 317, page 253, and 2nd Amendment as Instrument #1993 -3124, in Probate Office.

Inst # 1995-12238  
05/10/1995-12238  
10:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 131.00

Deed from James T. Summerlin and wife, Fran Summerlin to Robert P. Thompson and Peggy C. Thompson

12. 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 First Amendment to Greystone Residential Declaration of Covenants, Conditions, and Restrictions, as recorded in Real 346, page 942; Second Amendment to Restrictions as recorded in Real 378, page 904; and Third Amendment to Restrictions recorded in Real 397, page 958; and Fourth Amendment to Restrictions recorded in Instrument #1992 -17890; and Fifth Amendment to Restrictions as Instrument #1993 -3123; and Sixth Amendment to Restrictions as Instrument #1993 -10163; and Seventh Amendment to Restrictions as Instrument #1993 -16982; and Eight Amendment to Restrictions as Instrument #1993 -20968; and Ninth Amendment to Restriction as Instrument #1993 -32840; and Tenth Amendment to Restrictions as Instrument #1994 -23329; and Eleventh Amendment to Restrictions as Instrument #1195 -8111; in Map Book 17, page 53, in Probate Office.

13. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership, and Shelby Cable, Inc., recorded in Real 350, page 545, in Probate Office.

14. Release of damages, restrictions, modification, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced in deed(s) recorded as Instrument #1993 -17190, in the Probate Office.

By the execution and delivery of this Deed, Grantors and Grantees acknowledge that it is not their intention to create a joint tenancy with right of survivorship, but on the contrary, it is their intention to create, and they do hereby create a form of concurrent ownership in the above property as tenants in common during the respective lives of the Grantees, with cross-contingent remainders in fee to and in favor of the survivor, and to the heirs, and assigns of such survivor, which interests so created in the Grantees are indestructible by the act of one of the Grantees.


And the Grantors do, for themselves and their heirs, administrators, successors and assigns, covenant with the said Grantees that Grantors are lawfully seized of said premises in fee simple; that they are free from all encumbrances except as hereinabove stated; that Grantors have a good right to sell and convey the same as aforesaid; and that Grantors will, and Grantors' successors and assigns shall warrant and defend the same unto the said grantees, their heirs and assigns forever, against the lawful claims of any and all persons.

TO HAVE AND TO HOLD TO THE SAID Grantees, as tenants in common and with equal rights and interest for the period or term that the said Grantees shall both survive, and unto the survivor of the said Grantees, at the death of the other and to the heirs and assigns of such survivor in fee simple forever, such tenancy being expressly intended to create co-tenants in common for life with a contingent remainder in fee in favor of the survivor of the Grantees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8 of May, 1995.

  
James T. Summerlin

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5<sup>th</sup> of May, 1995.

  
Fran Summerlin

Deed from James T. Summerlin and wife, Fran Summerlin to Robert P. Thompson and Peggy C. Thompson

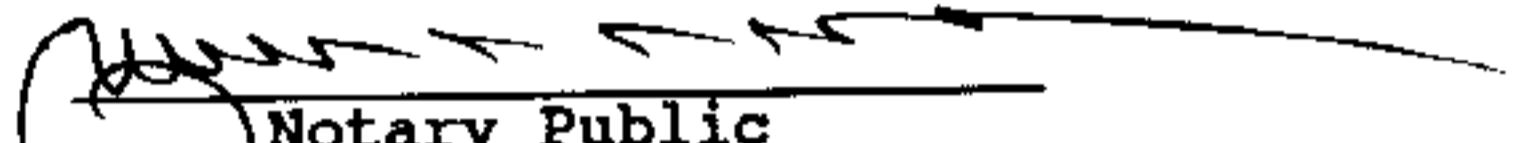
STATE OF ALABAMA

JEFFERSON COUNTY

On this 8 day of May, 1995, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that James T. Summerlin, husband of Fran Summerlin, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office this 8 day of May, 1995.

My Commission expires:

  
Notary Public  
AFFIX SEAL

STATE OF ALABAMA


JEFFERSON COUNTY

On this 5 day of May, 1995, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Fran Summerlin, wife of James T. Summerlin, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, she executed the same voluntarily and as her act on the day the same bears date.

Given under my hand and seal of office this 5th day of May, 1995.

My Commission expires:

6/20/97

  
Notary Public  
AFFIX SEAL

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