

Send tax notice to:
Jeffrey L. Baggett and wife,
Denise Dianne Baggett
4059 Greystone Way
Birmingham, Alabama 35242

This instrument prepared by:
Stewart-Davis, P.C.
3800 Colonnade Parkway
Suite 650
Birmingham, Alabama 35243

* 1995-15026

STATE OF ALABAMA
COUNTY OF SHELBY

06/08/1995-15026
WARRANTY DEED CERTIFIED
01-26 SHELBY COUNTY JUDGE OF PROBATE
004 SMA 126.00

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) in hand paid to the undersigned, Land Developers Construction Company, Inc., an Alabama Corporation, (hereinafter referred to as the "Grantor") by Jeffrey L. Baggett and wife, Denise Dianne Baggett (hereinafter referred to as the "Grantees"), the receipt and sufficiency of which is hereby acknowledged, the Grantor does, by these presents, grant, bargain, sell, and convey unto the Grantees, as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 25, according to the survey of GREYSTONE - 1st Sector, 1st Phase, as recorded in Map Book 14, Page 91 A&B, 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 due and payable October 1, 1995.
2. Building setback lines pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317 Page 260 as amended thereto and Map Book 14 Page 91 A&B in Probate Office.
3. Public easements as shown by recorded plat, including 10 feet on the Northerly and 7.5 feet on the Northwesterly sides 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 and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346 Page 942, 2nd Amendment as recorded in Real 378 Page 904, 3rd Amendment as recorded in Real 397 Page 958 and 4th Amendment as recorded in Instrument #1992-17890 and 5th Amendment as recorded as Instrument #1993-3123 and 6th Amendment as recorded as Instrument #1993-10163 and 7th Amendment as recorded as Instrument #1993-16982 and 8th Amendment recorded as Instrument #1993-20968 and 9th Amendment recorded as Instrument #1993-32840 and 10th Amendment recorded as Instrument #1994-23329 and 11th Amendment recorded as Instrument #1995-8111 in Probate Office.
5. Amended and restated Restrictions as recorded in Real 265 Page 96 in Probate Office.
6. Transmission Line Permits to Alabama Power Company recorded in Deed Book 109 Page 505, Deed 112 Page 517 and Deed Book 305 Page 637 in Probate Office.
7. Rights of others to use Hugh Daniel Drive as set out in instrument recorded in Deed Book 301 Page 799 in Probate Office.
8. Covenant and Agreement for Water Service, 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 Easements Agreement pertaining to access and roadway easements, as set out in Real

312 Page 274 in Probate Office and 1st Amendment recorded in Real 317 Page 253 and 2nd Amendment recorded 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 60 Page 260 in Probate Office.
11. Release of damages as set out in Declaration of Covenants, Conditions and Restrictions recorded in Real 317 Page 260 as amended.
12. Agreement between Daniel Oak Mountain Limited Partnership, and Shelby Cable, Inc. recorded in Real 350 Page 545 in the Probate Office.
13. Agreement with Alabama Power Company in regards to Underground Cables, as set out in Real 333, Page 138 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 in Instrument #1994-35673 in Probate Office.

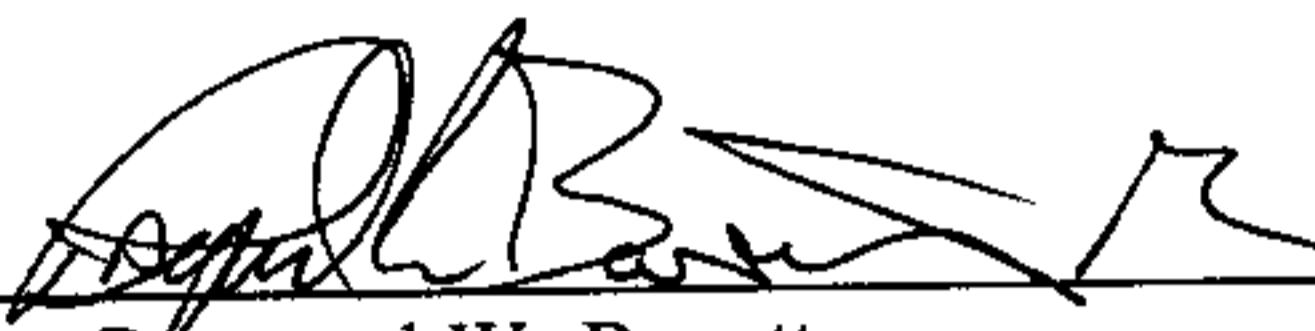
(\$440,000.00 of the purchase price was paid from a mortgage loan closed simultaneously with delivery of this deed.)

TO HAVE AND TO HOLD unto the Grantees, as joint tenants, with right of survivorship, their heirs, executors, administrators and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the said Grantees, their heirs, executors, administrators and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as noted 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 Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor, by its President, Raymond W. Barrett, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 23rd day of May, 1995.

Land Developers Construction Company, Inc.

By: 

Raymond W. Barrett
Its President 05-15026
Inst. 05-15026

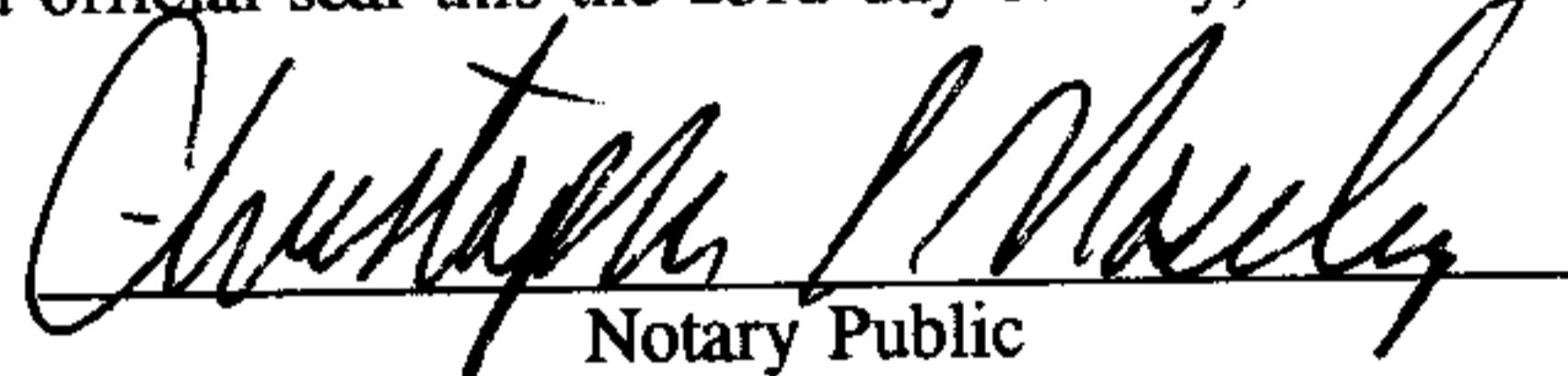
STATE OF ALABAMA

JEFFERSON COUNTY

)
06/08/1995-15026
01:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 SNA 126.00

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Raymond W. Barrett, whose name as President of Land Developers Construction Company, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23rd day of May, 1995.


Notary Public

[NOTARIAL SEAL]

My Commission expires COMMISSION EXPIRES OCTOBER 27, 1997