

This Instrument Prepared By:

Send Tax Notice To:

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

Mary Ellen Cappello
Emanuel J. Cappello
Genevieve Cappello
405 Old Brook Circle
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 Twenty Nine Thousand Nine Hundred Dollars (\$129,900.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Mary Ellen Cappello, Emanuel J. Cappello and wife Genevieve Cappello ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 16, according to the survey of Old Brook Place, as recorded in Map Book 19, page 41 in the Probate Office of 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 per plat, including 10 feet on the Northerly side of lot and as set out in the restrictive covenants as Instrument #1994-35287 and 1st Amendment recorded as Instrument #1995-13687 in Probate Office; (3) Restrictions, covenants and conditions as set out in instrument(s) recorded as Instrument #1994-35287 and 1st Amendment recorded as Instrument #1995-13687 in Probate Office; (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 4 page 505 in Probate Office; (5) 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 19 page 41 in Probate Office; (6) Restrictions, limitations and conditions as set out in Map Book 19 page 41 in Probate Office; and (7) Utility easement recorded in Real 42 page 227 in Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and

\$103,900.00 of the purchase price
recited above was paid from the mortgage
loan closed simultaneously herewith.

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limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

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 two of the grantees herein survive the other, the entire interest in fee simple shall pass to the two surviving grantees; and in the event one grantee herein survives the other two grantees, the entire interest in fee simple shall pass to the surviving grantee, and if one grantee does not survive the other, then the heirs and assigns of the last two surviving grantees shall take as tenants in common.

IN WITNESS WHEREOF, the said Greystone Lands, 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 27th day of June, 1995.

GREYSTONE LANDS, 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 Lands, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 27th day of June, 1995.

Walter D. Fletcher
Notary Public

[SEAL]

My commission expires:
5/25/97

c:CAPP-DED

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