

STATUTORY WARRANTY DEED

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

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RECORDING SHOULD BE RETURNED TO:	SEND TAX NOTICE TO: Mr. and Mrs. Marvin Narz
MS. SHEILA D. ELLIS DANIEL CORPORATION	1436 Panorama Drive
P. 0. BOX 385001	Birmingham, Alabama 35216
BIRMINGHAM. ALABAMA 35238-5001	
THIS STATUTORY WARRANTY DEED is executed and del	ivered on this _21st day ofDecamber
favor of Marvin Narz and wife, Julia A. Narz	NERSHIP, an Alabama limited partnership ("Grantor"), in ("Grantees").
KNOW ALL MEN BY THESE PRESENTS, that for and in co	onsideration of the sum of
Dollars (\$ 85,000.00), in hand paid by Grantees to Grand sufficiency of which are hereby acknowledged by Grantor, and CONVEY unto Grantees for and during their joint lives a them in fee simple, together with every contingent remainder (the "Property") situated in Shelby County, Alabama:	and right of reversion, the following described real property
Lot 8, according to the Amended Map of Gr recorded in Map Book 17, Page 53 in the F	reystone, First Sector, Phese VII, as Probate Office of Shelby County, Alabama.
TOGETHER WITH the nonexclusive easement to use the all as more particularly described in the Greystone Resident dated November 6, 1990 and recorded in Real 317, Page 260 in the with all amendments thereto, is hereinafter collectively referr	he Probate Office of Shelby County, Alabama (which, together
The Property is conveyed subject to the following:	
in the Declaration, for a single-story house; or _4.500 for multi-story homes.	less than square feet of Living Space, as defined square feet of Living Space, as defined in the Declaration,
 Subject to the provisions of Sections 6.04(c), 6.04(d) an following minimum setbacks: (i) Front Setback: <u>50</u> feet; 	nd 6.05 of the Declaration, the Property shall be subject to the
(ii) Rear Setback: 75 feet;	
(iii) Side Setbacks:12 feet. The foregoing setbacks shall be measured from the proper	rty lines of the Property.
3. Ad valorem taxes due and payable October 1, 1996	, and all subsequent years thereafter.
4. Fire district dues and library district assessments for th	ne current year and all subsequent years thereafter.
Mining and mineral rights not owned by Grantor.	
6. All applicable zoning ordinances.	manners and all other terms and provisions of the Declaration.
8. All easements, restrictions, reservations, agreements, righ	preements and all other terms and provisions of the Declaration, hts-of-way, building setback lines and any other matters of record
Grantees, by acceptance of this deed, acknowledge, coveradministrators, personal representatives and assigns, that:	nant and agree for themselves and their heirs, executors,
(i) Grantor shall not be liable for and Grantees, jointly and seemployees, directors, shareholders, partners, mortgagees a of any nature on account of loss, damage or injuries to building or any owner, occupants or other person who enters upon a future soil, surface and/or subsurface conditions, known underground mines, tunnels and limestone formations a surrounding, adjacent to or in close proximity with the President subsurface.	everally, hereby waive and release Grantor, its officers, agents, and their respective successors and assigns from any liability age, structures, improvements, personal property or to Granteer any portion of the Property as a result of any past, present or or unknown (including, without limitation, sinkholes and deposits) under or upon the Property or any property operty which may be owned by Grantor;
condominiums, cooperatives, duplexes, rero-tot-line nome "MD" or medium density residential land use classification	to develop and construct attached and detached townhouses is and cluster or patio homes on any of the areas indicated a ons on the Development Plan for the Development; and
to the state of the December shall not a	entitle Grantees or the family members, guests, invitees, heim serwise enter onto the golf course, clubhouse and other related
TO HAVE AND TO HOLD unto the said Grantees, for and then to the survivor of them in fee simple, and to the heirs and remainder and right of reversion.	d during their joint lives and upon the death of either of them d assigns of such survivor forever, together with every contingen
IN WITNESS WHEREOF, the undersigned DANIEL OF Statutory Warranty Deed to be executed as of the day and y	AK MOUNTAIN LIMITED PARTNERSHIP has caused the year first above written.
	DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership By: DANIEL REALTY INVESTMENT
	CORPORATION - OAK MOUNTAIN, an Alabama corporation, Its General Partner
STATE OF ALABAMA)	By:
SHELBY COUNTY)	Its: Zu
I, the undersigned, a Notary Public in and for said county, whose name as 5. Vice President of DANIEL REA an Alabama corporation, as General Partner of DANIEL OA	AK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limit is known to me, acknowledged before me on this day that, being and with full authority, executed the same voluntarily on the voluntarily on the same
Given under my hand and official seal, this the 21st	day of Document 1995 Sheila D. Ellis
	Notary Public
11/90	My Commission Expires: 2/26/98