

This instrument was prepared by

Courtney Mason & Associates PC
1904 Indian Lake Drive, Ste 100
Birmingham, Alabama 35244

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of SIX HUNDRED TWENTY SIX THOUSAND TWO HUNDRED EIGHTY NINE & 50/100---- (\$626,289.50) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Ralph C. Parker, a married individual (herein referred to as grantors), do grant, bargain, sell and convey unto Raymond P. Fitzpatrick, Jr. and wife, Katherine L. Fitzpatrick (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 21, according to the Survey of Greystone, 4th Sector, as recorded in Map Book 16 page 89 A, B & C, 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. All being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$500,000.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 5100 Greystone Way, Birmingham, Alabama 35242.

Subject property does not constitute the homestead property of Ralph C. Parker, as defined by the Code of Alabama.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 30th day of January, 1996.


Ralph C. Parker (SEAL)

STATE OF ALABAMA

SHELBY COUNTY COUNTY

General Acknowledgment

I, Courtney H. Mason, Jr., a Notary Public in and for said County, in said State, hereby certify that Ralph C. Parker, a married individual whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of January A.D., 1996

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES
3/5/99


Notary Public

Inst # 1996-03334

02/01/1996-03334
09:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCJ 135.00