

THIS INSTRUMENT PREPARED BY:
James J. Odom, Jr.
P.O. Box 11244
Birmingham, AL 35202-1244

SEND TAX NOTICE TO:
J. Gregg Scott
P. O. Box 361368
Birmingham, AL 35236

STATE OF ALABAMA)

COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT in consideration of the conveyance to Gregg Scott Construction Company, Inc., a corporation (herein referred to as "Grantor"), of certain real estate located in Montevallo, Shelby County, Alabama, the assignment to Grantor of a promissory note and mortgage on property located in Jefferson County, Alabama, and the payment to Grantor of Ten Thousand Five Hundred Forty-One and 99/100 Dollars (\$10,541.99), in hand paid by J. Gregg Scott and Doris B. Scott (herein referred to as "Grantees"), the receipt and sufficiency of which are 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 13, according to the Survey of Greystone, 5th Sector, Phase II, as recorded in Map Book 17, at Page 118, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive 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, at Page 260, in the Probate Office of Shelby County, Alabama and all amendments thereto.

SUBJECT TO: (1) Current taxes; (2) Building setback lines pursuant to the terms of the Declarations recorded in Real 317, at Page 260, as amended from time to time; (3) Public easements as shown by recorded plat; (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, at Page 260, Deed Book 121, at Page 294, Deed Book 51, at Page 544, and Deed Book 4, at Page 497, in Probate Office; (5) Agreement with Alabama Power Company as to underground cables recorded in Deed Book 305, at Page 637, in Probate Office; (6) 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 17, at Page 118, in Probate Office; (7) Amended and Restated Restricted Covenants as set out in instrument recorded in Real 265, at Page 96, in Probate Office; (8) Rights of others to use Hugh Daniel Drive and Greystone Drive as described in instrument recorded in Deed Book 301, at Page 799, in Probate Office; (9) Covenant and Agreement for Water Services, as set out in instrument recorded in Real 235, at Page 574, and amended by agreement recorded as Instrument #1993-20840 and Instrument #1993-20786, in Probate Office; (10) Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, at Page 274, and as subsequently amended; (11) Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, at Page 545, in Probate Office.

TO HAVE AND TO HOLD to the Grantees 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

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SHELBY COUNTY JUDGE OF PROBATE
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FA. P.O. Box 10247

tenancy hereby created is severed or terminated during the joint lives of the Grantees herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the undersigned has executed this conveyance on this the 26th day of FEBRUARY, 1996.

WITNESS:

A. Marshall

Gregg Scott Construction Company, Inc.

By:

J. Gregg Scott, Jr.
As His President

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STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. GREGG SCOTT, JR., whose name as President of Gregg Scott Construction Company, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed 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 official seal this 26th day of February, 1996.

Anne P. Marshall
Notary Public

My commission expires: 3/13/99