

This Instrument Prepared By:

Send Tax Notice To:

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

Donald R. Bowers
Deborah A. Bowers
5201 English Way
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 Two Hundred Seventeen Thousand Dollars (\$217,000.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Donald R. Bowers and Deborah A. Bowers ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 44, according to the 1st Amended Plat of Final Record Plat of Greystone Farms, English Turn Sector, Phase I, as recorded in Map Book 19 page 142 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1996 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) Minimum building setback lines and public easements as shown by recorded plat, including, specifically, the following minimum setback lines: (i) front, 5'; (ii) side, 0' and (iii) rear, 0; (3) Declarations, covenants and restrictions as to Greystone Farms as set out by Instrument #1995-16401; (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 121 page 294 and Deed Book 60 page 260 in Probate Office; (5) Restrictions, limitations and conditions as set out in Map Book 19 page 124 in Probate Office; (6) Easement to Bellsouth Communications as shown by instrument recorded as Instrument #1995-7422 in Probate Office; (7) Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265 page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. dated 7/14/94; (8) Rights of others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301 page 799 in Probate Office; (9) Shelby Cable Agreement recorded in Real 350 page 545 in Probate Office; (10) Covenants and Agreement for water service as set out in an Agreement recorded in Real Book 235 page 574 as modified by Agreement recorded as Instrument #1992-20786, as further modified by Agreement recorded as Instrument #1993-20840 in Probate Office; (11) Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Instrument No. 1994-21963 in Probate Office; (12) Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company recorded as Instrument #1994-22318 in Probate Office; (13) Greystone Farms Reciprocal Easement Agreement as set out as Instrument #1995-

173,600.00

Don R. Bowers
Deborah A. Bowers

Don R. Bowers
Deborah A. Bowers

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16400; and (14) Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in and as referenced in deed recorded as Inst. #1995-33604 in Probate Office.

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 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 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 23 day of February, 1996.

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 23rd day of February, 1996.

Walter Hatcher
Notary Public

[SEAL]

My commission expires:
5/25/97

c:BOW-DED

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