

THIS INSTRUMENT WAS PREPARED BY:  
Richard W. Theibert, Attorney  
NAJJAR DENABURG, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

SEND TAX NOTICE TO:  
Thomas B. Walkup  
Darbi S. Walkup  
381 Rockport Lane  
Birmingham, AL 35242

Inst # 1996-08315

CORPORATION WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

THE STATE OF ALABAMA )  
COUNTY OF SHELBY ) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Forty-Five Thousand and No/100 AND NO/100, (\$45,000.00), DOLLARS, in hand paid to the undersigned, Ken Underwood Classic Homes, Inc., a corporation, (hereinafter referred to as "GRANTOR"), by Thomas B. Walkup and spouse, Darbi S. Walkup, (hereinafter referred to as "GRANTEES"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEES the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 26, according to the 1st Amended Plat of Greystone Farms, Milner's Crescent Sector, Phase I, as recorded in Map Book 19, Page 140 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the current year, 1996.
2. Building setback lines and public easements as shown by recorded plat.
3. Restrictions, covenants and conditions as to Greystone Farms as set out in instrument recorded as Instrument #1995-16401 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 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 140 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 to others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301, Page 295 in Probate Office.

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03/14/1996-08315  
09:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.50

9. Shelby Cable Agreement recorded in Real 350, Page 545 in Probate Office.
10. Rights-of-Ways to 16' x 16" Bellsouth Mobility, Inc. tower located in said Section 33, as shown by Real 265, Page 368 and as shown by survey of Paragon Engineering, Inc. dated July 14, 1994.
11. 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.
12. Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Instrument No. 1994-21963.
13. Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument No. 1994-22318 in Probate Office.
14. Easement to Bellsouth Telecommunications recorded as Instrument #1995-7422 in Probate Office.
15. Greystone Farms Reciprocal Easement Agreement as set out as Instrument #1995-16400 in Probate Office.
16. 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. #1995-11110 in Probate Office.

ALL of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

TO HAVE AND TO HOLD UNTO the said 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 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.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, the said GRANTOR, by its President, whose name is Ken Underwood, who is authorized to execute this conveyance, has hereto set his signature and seal, this \_\_\_\_\_ day of March, 1996.

IN WITNESS WHEREOF, we the GRANTEES have hereunto set our hands and seals, this 1 day of March, 1996.

Ken Underwood Classic Homes, Inc.

*Ken Underwood* (SEAL)  
BY: Ken Underwood  
ITS: President  
GRANTOR

*Thomas B. Walkup* (SEAL)  
Thomas B. Walkup  
GRANTEE

*Darbi S. Walkup* (SEAL)  
Darbi S. Walkup  
GRANTEE

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THE STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ken Underwood whose name as President of Ken Underwood Classic Homes, Inc., a 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 official seal this 7th day of March, 1996.

*Pamela S. Underwood*  
NOTARY PUBLIC  
My commission expires: MY COMMISSION EXPIRES JUNE 23, 1997

THE STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Thomas B. Walkup and spouse, Darbi S. Walkup, whose names are signed to the foregoing conveyance as GRANTEES, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of March, 1996.

*Pamela S. Underwood*  
NOTARY PUBLIC  
My commission expires: MY COMMISSION EXPIRES JUNE 23, 1997