

This instrument was prepared by
(Name) GENE W. GRAY, JR.
(Address) 2100 SOUTHBRIDGE PARKWAY, #638
BIRMINGHAM, ALABAMA 35209

Send Tax Notice To: CARL S. THIGPEN
name
8030 GREYSTONE GREEN
address
HOOVER, ALABAMA 35242

Corporation Form Warranty Deed

STATE OF ALABAMA)
COUNTY OF Jefferson)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of THREE HUNDRED FIFTY FOUR THOUSAND AND NO/100-----
-----DOLLARS (\$354,000.00)

to the undersigned grantor, ACTON HOMES, INC. a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto CARL S. THIGPEN AND WIFE, ALICE C. THIGPEN (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in SHELBY COUNTY, ALABAMA to-wit:

THE PROPERTY CONVEYED HEREIN IS DESCRIBED ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

\$280,000.00 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

ALICE C. THIGPEN is one and the same person as ALICE P. THIGPEN

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SHELBY COUNTY JUDGE OF PROBATE
002 NCD 85.00

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

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

IN WITNESS WHEREOF, the said GRANTOR by its PRESIDENT who is authorized to execute this conveyance, hereto set its signature and seal,

this the 26th day of April, 1996.

ATTEST:

ACTON HOMES, INC.
By Danny Acton
DANNY ACTON, PRESIDENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, GENE W. GRAY, JR.

a Notary Public in and for said County, in said State,

hereby certify that DANNY ACTON

whose name as PRESIDENT of ACTON 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 the 26th day of April, 1996

[Signature]
Notary Public

Inst # 1996-14068

EXHIBIT "A"

Lot 12, according to the Survey of Greystone, 7th Sector, Phase III, as recorded in Map Book 20 page 50 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.

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ADVALOREM TAXES FOR THE YEAR 1996 WHICH ARE A LIEN, BUT NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 1996.

Building setback lines pursuant to the terms of the Declarations recorded in Real 317 page 260 as amended from time to time.

Public easements as shown by recorded plat, including an irregular easement along the Easterly side containing drainage.

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 page 260; Deed Book 51 page 544 in Probate Office.

We do further insure against loss or damage by the enforcement or attempted enforcement or right to use the surface of the land in order to remove minerals, without consent of the surface owner.

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 20 page 50 in the Probate Office. The policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Amended and Restated Restricted Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office.

Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in instrument recorded in Deed Book 301 page 799 in Probate Office.

Covenant and Agreement for Water Services, as set out in instrument recorded in Real 235 page 574 and amended by agreement recorded as Instrument #1993-20840 and Inst. #1992-20786 in Probate Office.

Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312 page 274 and 1st amended by Real 317 page 253 and 2nd amended as Instrument #1993-3124 in Probate Office.

Greystone Residential Declaration of Covenants, Conditions, and Restrictions, as set out in instrument recorded in Real 317 page 260, amended by Affidavit recorded in Real 319 page 235 and by First Amendment to Restrictions, as recorded in Real 346 page 942; Second Amendment recorded in Real 378 page 904; Third Amendment recorded in Real 397 page 958; Fourth Amendment recorded as Instrument #1992-7890; Fifth Amendment recorded as Instrument #1993-3123 and Sixth Amendment recorded as Instrument #1993-10163 and Seventh Amendment recorded as Instrument #1993-16982 and Eighth Amendment recorded as Instrument #1993-20968 and Ninth Amendment recorded as Instrument #1993-32840 and Tenth Amendment recorded as Instrument #1994-28329 and Eleventh Amendment recorded as Instrument #1995-8111 and Twelfth Amendment recorded as Instrument #1995-24267 and Map Book 20 page 50 and as further amended by Inst. #1995-27860 in Probate Office.

Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350 page 545 in Probate Office.

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. #1995-27860 in Probate Office.