

This instrument was prepared by

(Name) GENE W. GRAY, JR.

(Address) 2100 SOUTHBRIIDGE PARKWAY, #638
BIRMINGHAM, ALABAMA 35209

Send Tax Notice To: DORIS S. GRAY
name
LOT 56 GREYSTONE
address
HOOVER, ALABAMA 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS,
Jefferson COUNTY }

That in consideration of ONE HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100----- DOLLARS (\$108,250.00) to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, we, CHARLES R. HARTSELL AND WIFE, SANDRA P. HARTSELL

(herein referred to as grantors) do grant, bargain, sell and convey unto DORIS S. GRAY AND HUSBAND, RONALD E. GRAY

(herein referred to as GRANTEEES) as joint tenants with right of survivorship, 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.

Inst # 1996-25198

08/05/1996-25198
12:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOR MC 12.00

TO HAVE AND TO HOLD Unto the said GRANTEEES 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEEES, 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 noted 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 GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 29th day of July, 19 96.

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

CHARLES R. HARTSELL

SANDRA P. HARTSELL

STATE OF ALABAMA

General Acknowledgment

I, GENE W. GRAY, JR., a Notary Public in and for said County, in said State, hereby certify that CHARLES R. HARTSELL AND WIFE, SANDRA P. HARTSELL whose name(s) are signed to the foregoing conveyance, 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 29th day of July A.D. 19 96

GENE W. GRAY, JR.

Notary Public

EXHIBIT "A"

Lot 56, according to the Map and Survey of Greystone - 1st Sector, Phase II, as recorded in Map Book 15, Pages 58, 59, 60 and 61, 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 Volume 317, Page 260 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as the "Declaration.").

SUBJECT TO:

General and special taxes or assessments for 1996 and subsequent years not yet due and payable.

Restrictions appearing of record in Book 317, Page 260; and amended in Book 319, Page 235 and Book 346, Page 942; Real Volume 378, Page 904; Real Volume 397, Page 958; Instrument #1992-17890; Instrument #1993-3123; Instrument #1993-10163; and Real Volume 265, Page 96..

Notice to the insured is hereby given that the recorded subdivision map as recorded in Map Book 15, Page 58 A, B, C and D, contains on the face of same a statement pertaining to natural lime sink holes. No liability is assumed hereunder for same.

Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 109, Page 505; Deed Book 112, Page 517; Deed Book 186, Page 223; Deed Book 239, Page 214 and Real Volume 333, Page 201.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 127, Page 40.

Conditions and notes as set out on recorded map.

Reciprocal easement agreement as recorded in Book 312, Page 274 and amended in Book 317, Page 253 and Instrument #1993-3124.

Covenants and agreements for water service as set out in Book 235, Page 574.

Restrictions appearing of record in Real Volume 388, Page 678.

Release of damages in Real Volume 388, Page 678.

Articles of Incorporation of Greystone Residential Association, Inc., recorded in Incorporation Volume 42, Page 835.

Agreement with Shelby Cable, Inc., recorded in Real Volume 350, Page 545.

A 10 foot easement along Northeasterly and Northwesterly lot lines; easement of varying width along Southwesterly lot line, as shown on recorded map.



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