

This Instrument Prepared By:

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

Send Tax Notice To:

Robert M. Hribernik
JoAnn Hribernik
2033 Brae Trail
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 Ninety Two Thousand Dollars (\$292,000.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Robert M. Hribernik and JoAnn Hribernik ("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 9, according to the 2nd Amended Plat of Amended Plat of The Brae Sector of Greystone Farms, as recorded in Map Book 19, Page 141 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1997 and subsequent years not yet due and payable; (2) Public easements as shown by recorded plat; (3) 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; (4) Right(s)-of-Way(s) granted to The Water Works and Sewer Board of the City of Birmingham by instrument(s) recorded in Instrument #1993-20841 in Probate Office; (5) Right(s)-of-Way(s) granted to Birmingham Water Works by instrument(s) recorded in Instrument #1995-11637 in Probate Office; (6) Amended and Restated restrictive covenants as set out in instrument recorded in Real 265 page 96 in Probate Office; (7) Shelby Cable Agreement recorded in Real 350 page 545 in Probate Office; (8) 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; (9) Development Agreement including restrictions and covenants as set out in instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument #1994-22318 in Probate Office; (10) Declaration of Covenants, conditions and restrictions to Greystone Farms as recorded as Instrument #1995-16401 and 1st Amendment recorded as Instrument #1995-1432 in Probate Office; (11) Sanitary Sewer easement as set out in Map Book 19 page 96 and as Instrument #1995-4395 in Probate Office; (12) Greystone Farms Reciprocal Easement Agreement recorded as Instrument #1995-16400 in Probate Office; (13) Right-of-Way to The Water Works and Sewer Board of the City of Birmingham as set out in Inst. #1993-20841 in Probate Office; (14) Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403 in Probate Office of Shelby County, Alabama.

\$ 192,000.00 of the purchase price
recited above was paid from the proceeds of
the sale of the property.

Inst # 1997-00586
01/07/1997-00586
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 REC 111.00

Inst # 1997-00586

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

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 22 day of December, 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 22 day of December, 1996.

Notary Public

[SEAL]

My commission expires:
5/25/97

#29686

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 111.00