

This instrument was prepared by

Send Tax Notice To: WESTON LEE SMITH

(Name) GENE W. GRAY, JR.

name 2022 County Road Place
GREYSTONE, SECTOR 4, LOT 7
address

(Address) 2100 SOUTHBIDGE PARKWAY, #638, BIRMINGHAM, ALABAMA BIRMINGHAM, ALABAMA 35243

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA
COUNTY OF Jefferson

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED FIVE THOUSAND AND NO/100-----
-----DOLLARS (\$105,000.00)

to the undersigned grantor, M. BYROM CORPORATION

(herein referred to as GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto WESTON LEE SMITH AND WIFE, DEE CULVERHOUSE SMITH

(herein referred to as GRANTEEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in SHELBY COUNTY, ALABAMA to-wit:

LOT 7, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 22 PAGE 27 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THE PROPERTY CONVEYED HEREIN IS SUBJECT TO THE EXCEPTIONS AS DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

\$-0- OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

02/04/1997-03693
11:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 116.00

TO HAVE AND TO HOLD, To the said GRANTEEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEEES, their heirs and assigns, that 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 GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its PRESIDENT, MARTY BYROM who is authorized to execute this conveyance, has hereto set its signature and seal, this the 31st day of January 1997
M. BYROM CORPORATION

ATTEST:

By Marty Byrom
MARTY BYROM, PRESIDENT

STATE OF ALABAMA
COUNTY OF Jefferson

I, GENE W. GRAY, JR.
State, hereby certify that MARTY BYROM
whose name as PRESIDENT of M. BYROM CORPORATION
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,

a Notary Public in and for said County in said

Given under my hand and official seal, this the 31st day of January 1997

GENE W. GRAY, JR. Notary Public

EXHIBIT "A"

General and special taxes or assessments for 1997 and subsequent years not yet due and payable.

Building setback line pursuant to the terms of the Declarations of Covenants, Conditions and Restrictions recorded in Real 317 page 260, as amended from time to time.

Public easements as shown by recorded plat.

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 121 page 294 and 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.

Underground Transmission Line Permit granted to Alabama Power Company by instrument recorded in Deed Book 305 page 637 and covenants recorded as Inst. #1992-26822 in Probate Office.

Amended and Restated Restrictive Covenants as recorded in Real 265 page 96 in Probate Office.

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

Covenant and Agreement for Water Service as set out in instrument between Dantrac and Shelby County, as set out in Real 235 page 574 and amended by agreement as set out as Inst. #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 Inst. #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 further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346 page 942, 2nd Amendment as recorded in Real 378 page 904, 3rd Amendment as recorded in Real 397 page 938, 4th Amendment as recorded as Inst. #1992/17890, 5th Amendment as recorded as Inst. #1993/3123 and further amended by 6th Amendment recorded as Inst. #1993/10163, 7th Amendment as recorded as Inst. #1993/16982, 8th Amendment as recorded as Inst. #1993/20968, 9th Amendment recorded as Inst. #1993/32840, 10th Amendment recorded as Inst. #1994/23329, 11th Amendment recorded as Inst. #1995/8111, 12th Amendment recorded as Inst. #1995/24267, 13th Amendment recorded as Inst. #1995/34231, 14th Amendment recorded as Inst. #1996-19860, 15th Amendment recorded as Inst. #1996-37514, 16th Amendment recorded as Inst. #1996-39737 and 17th Amendment recorded as Inst. #1997-2534 and as amended by Map Book 22 pages 27 in the Probate Office.

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

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 22 page 27 in the Probate Office. The policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

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