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SEND TAX NOTICE TO:
Suzanne Keenum
305 Eaton Circle
Birmingham, AL 35242

Inst # 1997-04049

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS IS A STATUTORY WARRANTY DEED executed and delivered this ____ day of January, 1997, by **Alice Suzanne Keenum**, a single woman (hereinafter referred to as the "Grantor") to **Suzanne Keenum as Trustee of the Suzanne Keenum Revokable Trust dated February 29, 1996** (hereinafter referred to as the "Grantee").

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto Suzanne Keenum as Trustee of the Keenum Revokable Trust dated February 29, 1996 the real estate described in the attached **Exhibit "A"** and situated in Shelby County, Alabama;

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all roads, alleys and ways bounding said premises.

This conveyance is subject to the following:

- (1) Taxes for 1997 and subsequent years;
- (2) Easements, rights-of-way, restrictions and other matters of record; and
- (3) Mortgage to Leaders in Lending recorded in Inst.# 1995-33368 in said Probate Office with an approximate balance of \$155,000.00.

TO HAVE AND TO HOLD to the said Grantee, her successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, her successors and assigns, that the Grantor, her heirs, executors and assigns, will warrant and defend the above described real estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed on the date first written above.


Alice Suzanne Keenum

02/07/1997-04049
10:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 38.50

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alice Suzanne Keenum, a single woman, whose name is signed to the foregoing Statutory Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of January, 1997.

Patti E. Clark
Notary Public

My Commission Expires: 8/12/97

THIS INSTRUMENT PREPARED BY:

Ann W. Mitchell
Berkowitz, Lefkovits, Isom & Kushner, P.C.
1600 SouthTrust Tower
Birmingham, Alabama 35203

EXHIBIT "A"

Lot 20, according to the Amended Map of Greystone Village, Phase 2, as recorded in Map Book 9, page 13 in the Probate Office, Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1996 and subsequent years not yet due and payable, including any additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment; (2) Building setback line as shown by Restrictive Covenants recorded as Instrument No. 1994-12222, as amended; (3) Transmission Line Permitt(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 138 page 538 in said 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 in said Probate Office; (5) Restrictions, covenants and conditions as set out in instrument(s) recorded in Map Book 19 page 13 in Probate Office; (6) Sanitary Sewer Easements to The Water Works Board of the City of Birmingham as recorded as Instrument #1993-20842 in Probate Office; (7) Amended and Restated Greystone Village Declaration of Covenants, Conditions and Restrictions as set out as Instrument #1994-12222 and 1st Amendment by Instrument #1995-16397 in Probate Office; (8) Articles of Incorporation of Greystone Village Owners Association as set out as Instrument #1993-20847 in Probate Office; (9) Rights of others to the use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301 page 799 in said Probate Office; (10) Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 page 574 and recorded as Instrument #1993-20840 and Instrument #1992-20786 in said Probate Office; (11) Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office; (12) Easement Agreement between Daniel Oak Mountain Limited Partnership and School House Properties, an Alabama general partnership as set out as Instrument No. 1993-22440; (13) Public easements as shown by recorded plat in said Probate Office.

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

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