

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS that in consideration of **THREE HUNDRED FIFTY FIVE THOUSAND & NO/100 DOLLARS (\$355,000.00)** and other good and valuable consideration to the undersigned grantors, in hand paid by the grantees herein, the receipt whereof is acknowledged, **Whitcomb Construction, Inc.** (herein referred to as "Grantor"), grants, bargains, sells and conveys unto **Michael L. Gravois and Debra A. Gravois** (herein referred to as "Grantees"), as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama to wit:

Lot 14, 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.

SUBJECT TO AND EXCEPT FOR:

1. 1997 Advalorem Taxes.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto not owned by the Grantor.
3. Building setback line pursuant to the terms of the Declarations of Covenants, Conditions and Restrictions recorded in Real 317 page 260, and as amended from time to time.
4. Public easements as shown by recorded plat, including 10 feet along the Southeasterly side of lot.
5. 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.
6. Restrictions, covenants and conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265 page 96 in Probate Office.
7. Covenant and Agreement for Water Service as set out in instrument between Dantract 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.
8. 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 958, 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 and 16th Amendment recorded as Inst. #1996-39737 and 17th Amendment recorded as Inst. #1997-2534, further amended by deed recorded as Inst. #1995-29167 and as shown by Map Book 20 page 50 in the Probate Office.
9. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 page 545 in Probate Office.
10. 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 violated of this covenant will not result in a forfeiture or reversion of title.
11. Rights of others to use of Greystone Drive as described in instrument recorded in Deed Book 301

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- page 799 in Probate Office.
12. 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.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #1995-29167 in the Probate Office.

TO HAVE AND TO HOLD unto the said Grantees 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 said Grantor does for itself, its successors and assigns, covenant with said Grantees their successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, 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 Grantees, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor by its President, Michael S. Whitcomb, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 14 day of February, 1997.

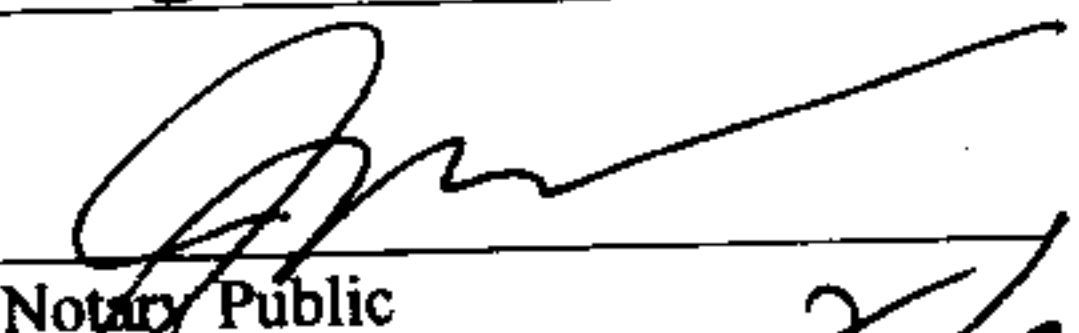
Whitcomb Construction, Inc.
an Alabama corporation

By: 
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Michael S. Whitcomb** whose name as the President of **Whitcomb Construction, 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 this 14 day of Feb., 1997.


Notary Public

My Commission Expires: 2/2/2000

THIS INSTRUMENT PREPARED BY:

James E. Vann, Esquire
Johnston & Conwell, L.L.C.
800 Shades Creek Parkway, Suite 325
Birmingham, AL 35209
(205) 414-1200

SEND TAX NOTICE TO:

Mr. and Mrs. Michael L. Gravois
8022 Greystone Green
Birmingham, AL
RE-2527

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