

WARRANTY DEED

This Instrument Was Prepared By:

Frank K. Bynum, Esquire  
#17 Office Park Circle  
Birmingham, Alabama 35223

SEND TAX NOTICE TO:

Gary L. Marcrum  
604 Queens Gate  
Birmingham, AL 35242

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

That in consideration of EIGHT HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$839,875.00), to the undersigned grantors in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **Clark Parker Construction, Inc.**, a corporation, (herein referred to as Grantors) do grant, bargain, sell and convey unto **Gary L. Marcrum and Donna S. Marcrum** (herein referred to as Grantees), as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Initials GM DM

Lot 74-A, according to the Resurvey of Lot 74, Greystone, 5th Sector, Phase I, as recorded in Map Book 21, Page 154, in the Probate Office of of Shelby County, Alabama.

Together with the non-exclusive 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, together with all amendments thereto.

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.

\$720,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

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 it does for itself, its successors and assigns covenant with said Grantees, their heirs 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; that its successors and assigns shall, warrant and defend the same to the said Grantees, their heirs, and assigned forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, by Ralph C. Parker its President who is authorized to execute this conveyance, has hereto set its signature and seal, this 5th day of August, 1997.

Clark Parker Construction, Inc.

By: [Signature]

Ralph C. Parker, President

08/07/1997-24860  
09:42 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 128.50

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Ralph C. Parker**, whose name as **President of Clark Parker Construction, Inc.**, 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, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 5th day of August, 1997.

[Signature]  
Notary Public

My Commission Expires: 11/20/2000

Inst # 1997-24860