

This instrument prepared by:
John N. Randolph, Attorney
Sirote & Permutt P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Send Tax Notice to:
Annette B. Howard
8015 Greystone Green
Birmingham, Al

(No representation is made as to the validity of the title conveyed)

WARRANTY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

JEFFERSON COUNTY

That in consideration of One Hundred Ninety -Seven Thousand Four Hundred Ninety - Eight and 50/100's Dollars (\$197,498.50) and other good and valuable consideration, to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, Marie L. Beason and husband, Robert Dyer Beason (herein referred to as Grantors) do grant, bargain, sell and convey unto Annette B. Howard (herein referred to as Grantee) the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 3, 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:

1. Advalorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Building setback line pursuant to the terms of the Declaration of Covenants, Conditions, and Restrictions recorded in Real 317, page 260, and as amended from time to time.
3. Easements as shown by recorded plat, including 10 feet on the Northwesterly side of lot.
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 60, page 260; Deed Book 51, page 544, in Probate Office.
5. Restrictions, covenants, conditions, and building set back lines as set out in Amended and Restated Restrictive Covenants recorded in Real 255, page 96, in Probate Office.
6. 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 Instrument #1993/20840 and Instrument #1992/20786, in Probate Office.
7. 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 Instrument #1992/17890, 5th Amendment as recorded as Instrument #1993/3123 and further amended by 6th Amendment as recorded as Instrument #1993/10163, 7th Amendment as recorded as Instrument #1993/16982, 8th Amendment as recorded as Instrument #1993/20968, 9th Amendment as recorded as Instrument #1993/32840, 10th Amendment as recorded as Instrument 1994/23329, 11th Amendment as recorded as Instrument #1995/8111, 12th Amendment as recorded as Instrument #1995/24267, 13th Amendment as recorded as Instrument #1996/19860, 14th Amendment recorded as Instrument #1996/19860, 15th Amendment as recorded as Instrument #1996-37614 and 16th Amendment recorded as Instrument #1996-39737 and 17th Amendment recorded as Instrument #1997-2534 and as shown by Map Book 20, page 50, also amended by Instrument #1995 -35385, in Probate Office.
8. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, page 545, in Probate Office.
9. 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.
10. 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 Instrument #1993/3124 in Probate Office.
11. 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 Instrument #1995-35385, in Probate Office.

TO HAVE AND TO HOLD Unto the said Grantee, his heirs and assigns, forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said Grantee, his heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless

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otherwise noted above; that we have a good right to sell and convey, the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of August, 1997.

Marie L. Beason
by Annette B. Howard
as Attorney in Fact

Marie L. Beason
by Annette B. Howard
By Virtue of Power of Attorney
Recorded Simultaneously Herewith

Robert Dyer Beason
by Annette B. Howard
as Attorney in Fact

Robert Dyer Beason
by Annette B. Howard
By Virtue of Power of Attorney
Recorded Simultaneously Herewith

STATE OF ALABAMA

JEFFERSON COUNTY

I, a Notary Public, in and for said county and in said state, hereby certify that Annette B. Howard, whose name as Attorney in Fact for Marie L. Beason and Robert Dyer Beason, is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, she, in her capacity as such attorney in fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 25th day of August, 1997.


Notary Public

My commission expires:
05/15/2001
Affix Seal

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