

97-3181

Inst # 1997-33062

10/10/1997-33062  
09:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 115.00

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

R. Shan Paden  
PADEN & PADEN  
Attorneys at Law  
100 Concourse Parkway, Suite 130  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

JOHN F. TAYLOR  
1908 ST. IVES DRIVE  
HOOVER, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

### WARRANTY DEED

**Know All Men by These Presents:** That in consideration of THREE HUNDRED SIXTEEN THOUSAND and 00/100 (\$316,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, CAREY BRYAN SHELFER, II and DEANA EZELL SHELFER, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto JOHN F. TAYLOR, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 32, ACCORDING TO THE SURVEY OF ST. IVES AT GREYSTONE, AS RECORDED IN MAP BOOK 15 PAGE 70 a & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

#### SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 1997 which constitutes a lien but are not yet due and payable until October 1, 1998.
2. Building setback line of 20 feet reserved from St. Ives Drive as shown by plat.
3. Easements as shown by recorded plat, including 7.5 feet on the rear and easterly sides of lot.
4. Easements as shown by recorded plat.
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 and Deed Book 4 page 497 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.
6. Amended and Restated Restrictive Covenants as set out in instruments recorded in Real 265 page 96, Real 356 page 653, and Map Book 15 page 70 in Probate Office.
7. Reciprocal Easement Agreement executed by Daniel Oak Mountain Limited Partnership and Daniel Links Limited Partnership, dated January 1, 1990 and recorded in Real 312 page 274, and amended by First Amendment thereto as recorded in Real 317 page 253 and by Second Amendment recorded as Inst. #1993-3124 in Probate Office.
8. Covenant and agreement for Water Service as set out in

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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.

9. 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. #1993-17890, 5th Amendment as recorded as Inst. #1993-3123 and further amended by 6th Amendment recorded at 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 and 14th Amendment recorded as Inst. #1996-19860, 15th Amendment recorded as Inst. #1996-37514, 16th Amendment recorded at Inst. #1996-39737, 17th Amendment recorded as Inst. #1997-2534, and 18th Amendment recorded as Inst. #1997-30081 and as shown by Map Book 15 pages 70 A & B, as further amended by Real 356 page 653 in the Probate Office.
10. Cable Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as recorded in Real 350 page 545 in Probate Office.
11. Rights of others to use easements set out in St. Ives Reciprocal Easement Agreement dated August 1, 1991, and recorded in Real 356 page 668 in Probate Office.
12. Release of damages as set out in instrument recorded in Real 317 page 260 as amended and as set out in the deed from Daniel Oak Mountain Limited Partnership recorded in Real 356 page 653 in Probate Office.
13. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface of subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 15, Pages 70 A & B, in the Probate Office.
14. Underground Agreement to Alabama Power Company as set out in Real 377 page 421 and Covenants and conditions as set out by Alabama Power Company in Real 364 page 393 in Probate Office.
15. Release of damages, restrictions, modifications, covenants, conditions, rights, immunities and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #1993-35910 in the Probate Office.
16. Utility Line usage easement as set out in Inst. #1994-27069 in Probate Office.

\$214,600.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

**TO HAVE AND TO HOLD** Unto the said GRANTEES, his, her or their heirs and assigns, forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and

assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, CAREY BRYAN SHELFER, II and DEANA EZELL SHELFER, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 2nd day of October, 1997.

*Carey Bryan Shelfer II, acting  
by and through his attorney in  
fact, Deana Ezell Shelfer*

CAREY BRYAN SHELFER, II, ACTING BY AND  
THROUGH HIS ATTORNEY IN FACT, DEANA  
EZELL SHELFER

*Deana Ezell Shelfer*  
DEANA EZELL SHELFER

STATE OF ALABAMA)  
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that DEANA EZELL SHELFER whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of October, 1997.

*[Signature]*  
Notary Public

My commission expires: 5-20-00

ACKNOWLEDGEMENT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that DEANA EZELL SHELFER, whose name as Attorney in Fact for CAREY BRYAN SHELFER, II, is signed to the foregoing instrument and who is known to me, acknowledged before me that this date that, being informed of the instrument, she, in her capacity as such Attorney in Fact, and with full authority executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 2ND day of OCTOBER 1997.

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-20-00  
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09:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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