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Inst # 1998-19715

(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:

CHARLES M. FRUSTERIO
5369 GREYSTONE WAY
BIRMINGHAM, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

**JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
WARRANTY DEED**

Know All Men by These Presents: That in consideration of THREE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED and 00/100 (\$335,500.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, CARLTON J. MARR and JEAN A. MARR, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto CHARLES M. FRUSTERIO and MELANIE S. FRUSTERIO, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 2, ACCORDING TO THE SURVEY OF GREYSTONE, 6TH SECTOR, AS RECORDED IN MAP BOOK 17 PAGE 54 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. 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 pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317 page 260, as amended, and Map Book 17 page 54 A, B & C in Probate Office.
3. Easements as shown by recorded plat, including a 20 foot easement on the Westerly side and 5 feet on the Easterly 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; Deed Book 4 page 497 and Deed Book 121 page 294 in Probate Office.
5. Underground Transmission Line Permit granted to Alabama Power Company by instrument recorded in Deed Book 305 page 637 and covenants recorded as Inst. #1994-1193 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.

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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 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, 16th Amendment recorded as Inst. #1996-39737, 17th Amendment recorded as Inst. #1997-2534, 18th Amendment recorded as Inst. #1997-17533, 19th Amendment recorded as Inst. #1997-30081 and 20th Amendment recorded as Inst. #1997-38614 and as shown by Map Book 17 page 54 A, B and C 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 17 page 54 A, B and C in the Probate Office.
11. 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.
12. 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. #1994-92 in the Probate Office.

\$268,050.00 of the consideration herein was derived from a mortgage 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 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, CARLTON J. MARR and JEAN A. MARR, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 26th day of May, 1998.

Carlton J. Marr
CARLTON J. MARR

Jean A. Marr
JEAN A. MARR, ACTING BY AND THROUGH
HER ATTORNEY IN FACT, CARLTON J. MARR

acting by and through her
Attorney in fact,

Carlton J. Marr

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that CARLTON J. MARR, 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 26th day of May, 1998.

Mary Margaret Kelle
Notary Public

My commission expires: 9/22/2000

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 CARLTON J. MARR, whose name as Attorney in Fact for JEAN A. MARR, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the instrument, he, in his 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 26TH day of MAY, 1998.

Mary Margaret Kelle
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/22/2000

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