

(488) SA

PREPARED BY: SUNNY HENDERSON - CU LENDING, INC., 22 Inverness Center Parkway, Suite 210, Birmingham, Alabama 35242

SEND TAX NOTICE TO: JAY A. JAMISON AND PHYLLIS M. JAMISON 5056 GREYSTONE WAY, BIRMINGHAM, AL 35242

12/04/1998 - 48204  
**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**  
10/06 AN CERTIFIED

STATE OF ALABAMA)  
COUNTY OF SHELBY)

SHELBY COUNTY JUDGE OF PROBATE  
002 CPA 511.00

KNOW ALL MEN BY THESE PRESENTS: That in consideration of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), to the undersigned Grantor or Grantors, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, I (We), **ROBERT J. BIRCH AND WIFE, ANNETTE L. BIRCH** (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto, **JAY A. JAMISON AND WIFE, PHYLLIS M. JAMISON** (herein referred to as GRANTEES), as joint tenants, with right of survivorship, the following described real estate situated in SHELBY County, Alabama, to-wit:

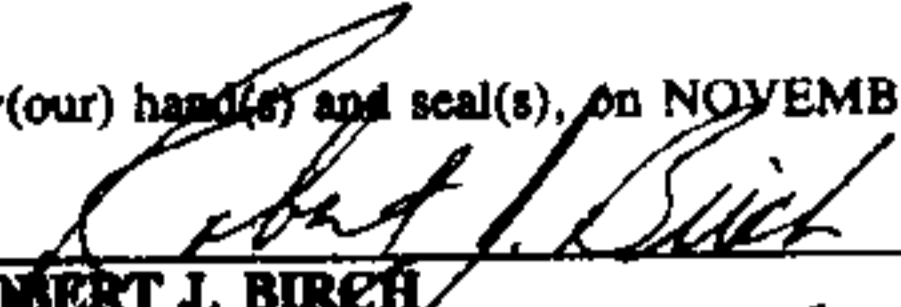
**LOT 10, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 89 A, B, & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED 11-6-90, AND RECORDED IN REAL 317, PAGE 260, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").**


- (1) Subject to property taxes for the current year.
- (2) Subject to easements, restrictions, covenants and conditions, if any.
- (3) Subject to mineral and mining rights.
- (4) Subject to 10 foot Easement on rear and 20 foot easement crossing northeast corner of lot, as shown by recorded map.
- (5) Subject to Restrictions, Mineral and mining rights and rights incident thereto and Release of Damages recorded in Instrument 1994-08134, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
- (6) Subject to Right of way to Alabama Power Company, recorded in Instrument 1992-26822, in the Probate Office of Shelby County, Alabama.
- (7) Subject to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260, amended by Real 319, page 235 and by First Amendment to Restrictions, recorded in Real 346, page 942; Second Amendment recorded in Real 378, page 904; Third Amendment recorded in Real 397, page 958; Fourth Amendment recorded in Instrument 1992-17890; Fifth Amendment recorded in Instrument 1993-3123; Sixth Amendment recorded in Instrument 1993-10163; Seventh Amendment recorded in Instrument 1993-16982; Eighth Amendment recorded in Instrument 1993-20968; Ninth Amendment recorded in Instrument 1993-32840; Tenth Amendment recorded in Instrument 1994-23329; Eleventh Amendment recorded in Instrument 1995-08111; Twelfth Amendment recorded in Instrument 1995-24267; Thirteenth Amendment recorded in Instrument 1995-34231; Fourteenth Amendment recorded in Instrument No. 1996-19860; Fifteenth Amendment recorded in Instrument No. 1996-37514; Sixteenth Amendment recorded in Instrument No. 1996-39737; Seventeenth Amendment recorded in Instrument No. 1997-02534; Eighteenth Amendment recorded in Instrument No. 1997-17533; Nineteenth Amendment recorded in Instrument No. 1997-30081 in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
- (8) Subject to Right of Way granted to Alabama Power Company by instrument recorded in Volume 109, page 505; Volume 112, Page 517; Volume 305, Page 637 and Real 333, Page 138, in the Probate Office of Shelby County, Alabama.
- (9) Subject to Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in Deed Book 301, Page 799, in the Probate Office of Shelby County, Alabama.
- (10) Subject to Covenants and Agreements for Water Services, recorded in Real 235, Page 574, in the Probate Office of Shelby County, Alabama.
- (11) Subject to Reciprocal Easement Agreement pertaining to access and roadway easements recorded in Real 312, Page 274 and amended by Real 317, Page 253 in the Probate Office of Shelby County, Alabama.
- (12) Subject to Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and other rights, privileges and immunities relating thereto, including rights set out in Volume 4, page 486, Volume 121, page 294 and Volume 60, Page 260, in the Probate Office of Shelby County, Alabama.
- (13) Subject to Release of Damages as recorded in Real 317, Page 260, in the Probate Office of Shelby County, Alabama.
- (14) Subject to Restrictions, Reservations and Easements, appearing of record in Real 325, Page 120, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
- (15) Subject to Map Book 16, Page 89 shows the following reservation: Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity".

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 said GRANTEES, their heirs and assigns, that I(we) am(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, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I(we) have hereunto set my(our) hand(s) and seal(s), on NOVEMBER 6, 1998.

  
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ROBERT J. BIRCH

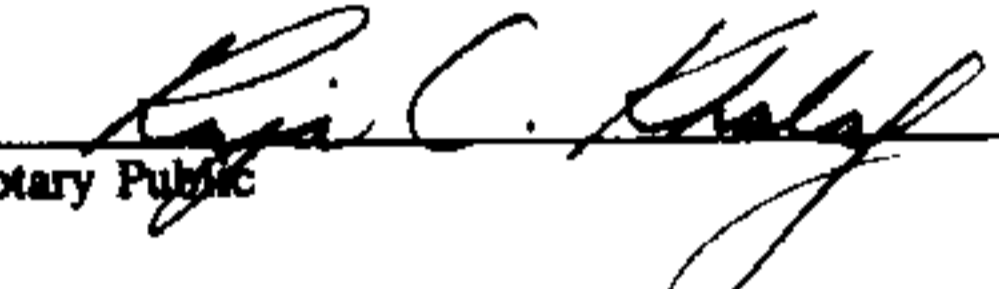
  
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ANNETTE L. BIRCH

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that ROBERT J. BIRCH AND WIFE, ANNETTE L. BIRCH, 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 said conveyance, (s)he (they) executed the same voluntarily on the date the same bears date.

Given under my hand and official seal on NOVEMBER 6, 1998.

My commission expires: 9-21-2002

  
\_\_\_\_\_  
Notary Public

Inst # 1998-48204

12/04/1998-48204  
10:06 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 511.00