

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

Inst # 1999-00353

01/05/1999-00353

SEND TAX NOTICE TO: IS AM CERTIFIED
Keith Mitchell

SHELBY COUNTY JUDGE OF PROBATE

4744 Southlake Parkway

003 CEN 222.50

Birmingham, AL 35244

GENERAL WARRANTY DEED

THE STATE OF ALABAMA)

: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That in consideration of Two Hundred Thirty-Nine Thousand and No/100, (\$239,000.00) DOLLARS, in hand paid to the undersigned, Mark L. Wagar, and spouse, Ellen J. Wagar, (hereinafter referred to as "GRANTORS"), by Keith Mitchell, a single man, hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTORS do by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 33A, according to the Survey of Linkside at Greystone Resurvey #1, as recorded in Map Book 17, Page 56, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes for the year, 1999.
2. Easements, or claims of easements, not shown by the public records.
3. Restrictions appearing of record in Instrument #1993-10165.
4. Building setback line pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317, Page 260, as amended and in Map Book 17, Page 56.
5. Transmission Line Permit(s) to Alabama Power Company as shown by instruments recorded in Deed 186, Page 223; Deed 239, Page 214 and Deed 109, Page 505, in Probate Office.
6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Deed Book 4, Page 495; Deed 60, Page 260 and Deed 121, Page 294, in Probate Office.
7. Restrictions, covenants, conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265, Page 96 in the Probate Office.
8. Rights of others to use of Hugh Daniel Drive, as described in instrument recorded in Deed Book 301, Page 799, in Probate Office.
9. 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, in Probate Office.
10. 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 242, 2nd Amendment as recorded in Real 376,

Page 904, 3rd Amendment as recorded in Real 397, Page 958, 4th Amendment as recorded as Instrument #1992-17890 and 5th Amendment as recorded as Instrument #1993-10163 and 7th Amendment as recorded as Instrument #1993-16982 and 8th Amendment as recorded as Instrument #1993-20968 and 9th Amendment recorded as Instrument #1993-32840 in Probate Office.

11. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 545, in Probate Office.
12. Underground easement to Alabama Power Company recorded in Deed 305, Page 637, in Probate Office.

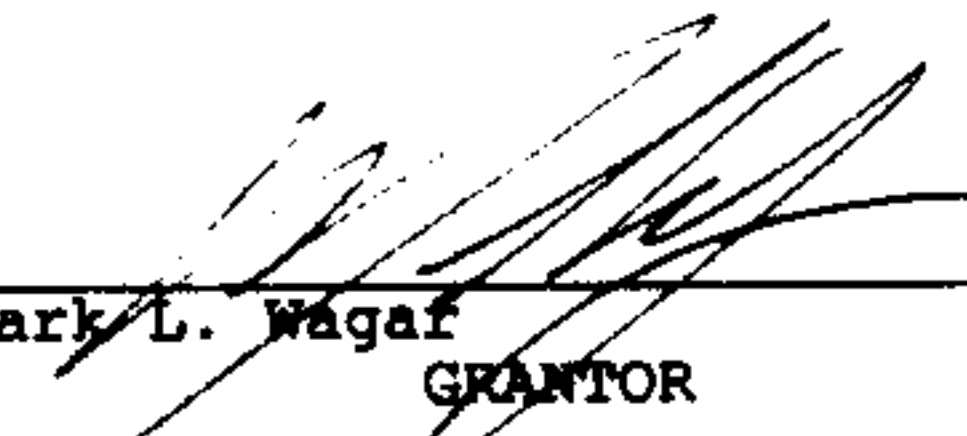
TO HAVE AND TO HOLD to the said GRANTEE, his heirs and assigns forever.

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 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, his heirs and assigns forever, against the lawful claims of all persons.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 18th day of December, 1998.

IN WITNESS WHEREOF, I, Keith Mitchell, as GRANTEE, have hereunto set my hand and seal this 18th day of December, 1998.



Mark L. Wagar (SEAL)
GRANTOR



Ellen J. Wagar (SEAL)
GRANTOR



Keith Mitchell (SEAL)
GRANTEE

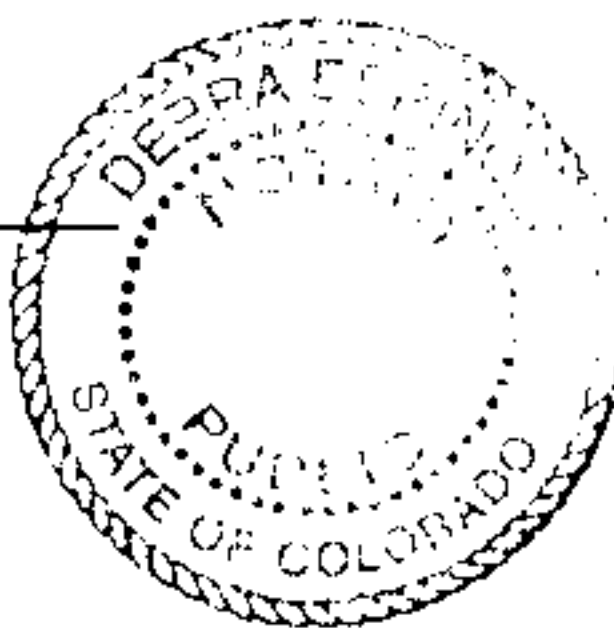
THE STATE OF ~~TEXAS~~ ^{COLORED})
COUNTY OF EAGLE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mark L. Wagar and spouse Ellen J. Wagar whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ¹⁹~~18~~th day of December, 1998.


NOTARY PUBLIC

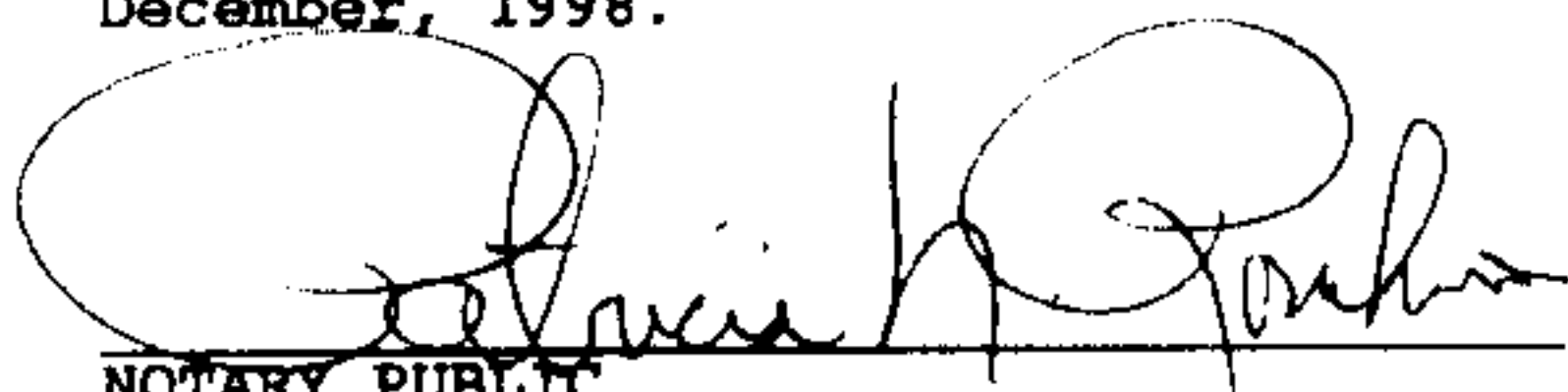
My commission expires: 3/19/01



THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Keith Mitchell, a single man whose name is signed to the foregoing conveyance as GRANTEE, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of December, 1998.


NOTARY PUBLIC

My commission expires: 2-20-2001

Inst. # 1999-00353

01/05/1999-00353
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRN 252.50