

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of FOUR HUNDRED FIFTY FIVE THOUSAND DOLLARS AND NO/100 (\$455,000.00) to the undersigned GRANTOR in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, TAYLOR BURTON COMPANY, INC., a corporation, (GRANTOR) does grant, bargain, sell and convey unto JAMES R. MARTIN AND CECILE M. MARTIN (GRANTEEES) as joint tenants with the right of survivorship, the following described real estate situated in SHELBY COUNTY, ALABAMA to-wit:

LOT 40, ACCORDING TO THE FIRST AMENDED PLAT OF GREYSTONE FARMS NORTH, PHASE I, AS RECORDED IN MAP BOOK 23 PAGE 57 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
MINERAL AND MINING RIGHTS EXCEPTED.

Subject to the exceptions as described on Exhibit "A", attached hereto and made a part hereof for all purposes.

\$364,000.00 OF THE CONSIDERATION WAS PAID FROM A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said GRANTEEES 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, the heirs and assigns of the grantees herein shall take as tenants in common.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of the Declaration of Protective Covenants for Greystone Farms North, Phase I as set out hereinabove.

IN WITNESS WHEREOF, the said GRANTOR has caused this conveyance to be executed this the 22nd day of April, 1999.

TAYLOR BURTON COMPANY, INC.

By: 

TAYLOR BURTON,
ITS PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that, TAYLOR BURTON whose name as President of TAYLOR BURTON COMPANY, INC., an Alabama corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office this 22nd day of April, 1999.


Notary Public
Print Name: Gene W. Gray, Jr.
My Commission Expires: 11/09/02

THIS INSTRUMENT PREPARED BY:
GENE W. GRAY, JR.
2100 SOUTHBRIDGE PARKWAY,
SUITE 638
BIRMINGHAM, AL 35209

SEND TAX NOTICE TO:
JAMES R. MARTIN
356 NORTHLAKE ROAD
HOOVER, ALABAMA 35242

Inst # 1999-18497

05/04/1999-18497
10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MMS 102.00

SUBJECT TO:

General and special taxes or assessments for 1999 and subsequent years not yet due and payable.

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 121 page 294 and Deed Book 60 page 260 in Probate Office. We insure against loss or damage to improvements located on the property which may be occasioned by the enforcement or attempted enforcement of the right to use the surface of the land in order to remove minerals, without consent of the surface owners..

Amended and Restated Restrictive Covenants as set out in instrument(s) recorded in Real 265 page 96 in Probate Office.

Shelby Cable Agreement as set out in Real 350 page 545 in Probate Office.

Building setback line as set out in the Declaration of Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Inst. #1996-17498 and amended in Inst. No. 1998-10063 and as shown by Map Book 23 page 57 in Probate Office.

Building setback line of 75 feet reserved from Hugh Daniel Drive as shown by plat.

Easements as shown by recorded plat, including 15 feet drainage easement along the Northwestern side of lot.

Covenants and Agreement for water service as set out in Agreement recorded in Real Book 235 page 574 as modified by Agreement recorded as Inst. #1992-20786, as further modified by Agreement recorded as Inst. #1993-20840 in Probate Office.

Development Agreement including restrictions and covenants as set out in instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Inst. #1994-22318, 1st Amendment recorded as Inst. No. 1996-530 and 2nd Amendment recorded as Inst. No. 1998-16170 in Probate Office.

Greystone Farms Reciprocal Easement Agreement recorded as Inst. #1995-16400 in Probate Office.

Agreement in regard to sanitary sewer system as set out in Map Book 19 page 96 and as Inst. #1995/4395 in Probate Office.

Greystone Farms North Reciprocal Easement Agreement recorded as Inst. #1996-17497 in Probate Office.

Declaration of Covenants, Conditions and Restrictions as to Greystone Farms North recorded as Inst. #1996-17498 and amended in Inst. No. 1998-10063.

Articles of Incorporation of Greystone Farms North Owners Association recorded as Inst. No. 1996-199 and 1st Amendment recorded as Inst. No. 1997-8840 in the Probate Office.

Easement Agreement by and between Greystone Farms North, L.L.C., Equine Partners, L.L.C., North Lake at Greystone Owner's Association, Inc. and Greystone Cove, L.L.C. recorded as Inst. No. 1998-18416 in the Probate Office.

Restrictions, limitations and conditions as set out in Map Book 23 page 57.

A 200 foot restrictive line as set out on Map Book 23 page 57.

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. #1997-10296 in the Probate Office.

Inst # 1999-18497

05/04/1999-18497
10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE