

R9904-3277

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:TURNER, NORTON & JERNIGAN, L.L.C.
Attorneys at Law
2340 Woodcrest Place
Suite 150
Birmingham, Alabama 35209

SEND TAX NOTICE TO:

HAROLD T. RIGSBY
6556 MILL CREEK CIRCLE
BIRMINGHAM, ALABAMA 35242

Ins 1999-19167
08-30-98 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
08-30-98 445

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED and 00/100 (\$157,500.00) DOLLARS** to the undersigned grantor or grantors in hand paid by the GRANTEEs herein, the receipt of which is acknowledged, we, **RHETTA EUGENIA TATUM, AN UNMARRIED PERSON** (herein referred to as GRANTORS) do grant, bargain, sell and convey unto **HAROLD T. RIGSBY and BRITTANY J. RIGSBY, 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 31, ACCORDING TO THE SURVEY OF THE FINAL RECORD PLAT OF GREYSTONE FARMS, MILL CREEK SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 21, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

\$0.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 1998, which constitutes a lien, but are not yet due and payable until October 1, 1999.
2. Easements and building line as shown on recorded map.
3. Declarations, covenants and restrictions as to Greystone Farms, as set out in Instrument #1995-16401, and 1st Amendment recorded in Instrument #1995-1432 and Second Amendment in Instrument #1996-21440.
4. Title to all minerals within and underlying the premises, together with all mining rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 121, Page 294, and Deed Book 60, page 260.
5. Restrictions limitations and conditions as set out in Map Book 21, Page 21.
6. Easements to Bell South Communications as shown by instrument recorded in Instrument #1995-7422.
7. Amended and restated restrictive covenants, including building set back lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real Volume 265, Page 96.
8. Shelby Cable Agreement recorded in Real volume 350, Page 545.
9. Covenants and agreement for water service as set out in agreement recorded in Real Volume 235, Page 574, as modified by agreement in Instrument #1992-20786 and as further modified by agreement recorded in Instrument #1993-20840.
10. Right of Way for Daniel Oak Mountain Limited to Shelby County recorded in Instrument #1994-21963.

11. Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company, recorded in Instrument #1994-22318 and 1st Amendment recorded in Instrument #1996-0530.
12. Greystone Farms Reciprocal Easement Agreement recorded in Instrument #1995-16400.
13. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations as applicable, as set out in, and as referenced in deed recorded in Instrument #1998-03170.
14. Greystone Farms Community Center Property Declaration of Covenants, Conditions and restrictions as set out in Instrument #1995-16403.
15. Right of Way granted to Alabama Power Company by instrument(s) recorded in Instrument #1998-17753.

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR HER SPOUSE.

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, 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 GRANTEEES, 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 GRANTEEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, **RHETTA EUGENIA TATUM, AN UNMARRIED PERSON**, have hereunto set his, her or their signature(s) and seal(s), this the 26th day of April, 1999.


RHETTA EUGENIA TATUM

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **RHETTA EUGENIA TATUM, AN UNMARRIED PERSON**, 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 April, 1999.


Notary Public
My commission expires: 2/22/03

Inst # 1999-19167

05/07/1999-19167
09:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NMS 58.50