

R9906-3473

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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Attorneys at Law
2340 Woodcrest Place
Suite 150
Birmingham, Alabama 35209

SEND TAX NOTICE TO:

RALPH E. PECK, SR.
6567 MILL CREEK CIRCLE
HOOVER, AL 35242

Inst. # 1999-27729

07/02/1999-27729
09:10 AM CERTIFIED
SHELBY COUNTY CLERK OF PROBATE
46.50

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 SEVENTY FIVE THOUSAND NINE HUNDRED DOLLARS and 00/100 (\$175,900.00) DOLLARS** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, **THOMAS R. YOUNG, A MARRIED MAN** (herein referred to as GRANTORS) do grant, bargain, sell and convey unto **RALPH E. PECK, SR. and VICKIE L. PECK, 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 18, 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; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

THIS DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR OR HIS SPOUSE.

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. Declarations, covenants and restrictions as to Greystone Farms as set out in Instrument #1995-16401 and 1st Amendment recorded in Instrument #1995-1432.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Deed Book 121, Page 294 and Deed Book 60, Page 260.
4. Easement over the northeasterly 7.5 feet of said parcel for public utilities, sanitary sewers, storm sewers, storm ditches as shown on recorded map.
5. Restrictions, limitations and conditions as set out in Map Book 19, Page 142.
5. Easements to Bell South Communications as shown by instrument recorded in Instrument #1995-7422.
6. Amended and restated restrictive covenants, including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real Volume 265, Page 96.
7. Shelby Cable Agreement recorded in Real Volume 350, Page 545.
8. Covenants and agreement for water service as set out in agreement recorded in Real Volume 235, Page 574, as modified by agreement recorded as Instrument #1992-20786 and as further modified by agreement recorded in Instrument #1993-20840.
9. Right-of-way from Daniel Oak Mountain Limited to Shelby County recorded in Instrument #1994-21963.
10. 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.
11. Greystone Farms Reciprocal Easement Agreement recorded in Instrument #1995-16400.

12. 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 #1996-36812.
13. Greystone Farms Community Center Property Declaration of Covenants, Conditions and restrictions as set out in Instrument #1995-16403.

\$140,700.00 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, THOMAS R. YOUNG, A MARRIED MAN, have hereunto set his, her or their signature(s) and seal(s), this the 28th day of June, 1999.


THOMAS R. YOUNG

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that THOMAS R. YOUNG, A MARRIED MAN, 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 28th day of June, 1999.


Notary Public
My commission expires 1-26-03

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SHELBY COUNTY JUDGE OF PROBATE
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