

This instrument was prepared by

Send Tax Notice To: ROBERT H. HAUBEIN

(Name) GENE W. GRAY, JR.

name

705 KINGS MILL TERRACE

address

HOOVER, ALABAMA 35242

(Address) 2100 SOUTHBIDGE PARKWAY, #638  
BIRMINGHAM, ALABAMA 35209

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA

Jefferson COUNTY

} KNOW ALL MEN BY THESE PRESENTS.

That in consideration of FIVE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100-----  
----- DOLLARS (\$587,500.00)  
to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,  
PETER J. HILDEBRAND AND WIFE, JOYCE A. HILDEBRAND

(herein referred to as grantors) do grant, bargain, sell and convey unto ROBERT H. HAUBEIN AND WIFE, ROBERTA L. HAUBEIN

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in  
SHELBY County, Alabama to-wit:

THE PROPERTY CONVEYED HEREIN IS DESCRIBED ON EXHIBIT "A", ATTACHED HERETO AND  
MADE A PART HEREOF FOR ALL PURPOSES.

\$350,000.00 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE  
LOAN.

Inst # 1999-28278

07/07/1999-28278  
08:12 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
DOE WMS 248.50

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

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 29th  
day of June, 19 99.

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

PETER J. HILDEBRAND (Seal)  
JOYCE A. HILDEBRAND (Seal)  
\_\_\_\_\_  
(Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, GENE W. GRAY, JR., a Notary Public in and for said County, in said State, hereby certify that  
PETER J. HILDEBRAND AND WIFE, JOYCE A. HILDEBRAND  
whose name(s) 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 29th day of June, A.D., 1999

GENE W. GRAY, JR.

Notary Public

**EXHIBIT "A"**

Lot 28, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map Book 17, page 72 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, together with all amendments thereto.

**SUBJECT TO:**

Taxes and assessments for the year 1999, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.

20 foot easement on Northwest; 10 foot easement on Northeast and easement of undetermined width crossing North corner, as shown by recorded Map.

Restrictions as shown by recorded Map.

Restrictions appearing of recorded in Instruments 1993-32628 and 1993-20968, in the Probate Office of Shelby County, Alabama.

Minimum square footage requirements and building setback lines pursuant to the terms of the declaration of Covenants, Conditions, Restrictions recorded in Real 317, page 260; Real 346, page 942 and in Map Book 17, page 72 and in Real 381, pages 217-222, in the Probate Office of Shelby County, Alabama.

Amended and Restated Covenants as recorded in Real 265, page 96, in the Probate Office of Shelby County, Alabama.

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.

Covenants and Agreements for Water Services, recorded in Real 235, page 574, in the Probate Office of Shelby County, Alabama.

Reciprocal Easement Agreement pertaining to access and roadway.

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.

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 4, page 486 and Deed Book 60, page 260, in the Probate Office of Shelby County, Alabama.

Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350, page 545, in the Probate Office of Shelby County, Alabama.

Release of Damages as set out in Instrument 1993-39560 and in Declaration of Covenants, Conditions and Restrictions appearing of record in Real 317, page 260 and also set out in paragraph (i) in deed from Daniel Oak Mountain to Cross/Kimbrell Partnership recorded in Real 381, pages 217-222, in the Probate Office of Shelby County, Alabama.

NOTE: Map Book 17, page 72 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"

Restrictions appearing of recorded in Instrument 1994-1180, in the Probate Office of Shelby County, Alabama.

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*[Handwritten signature]*  
6/29/99