

This instrument prepared by:
John N. Randolph, Attorney
Strote & Permutt P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

Send Tax Notice to:
Mary J. Hartsfield

466 North Lake Road
Birmingham, Alabama 35242

WARRANTY DEED

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

Shelby County

That in consideration of **One Hundred Ninety Thousand and 00/100 (\$190,000.00) Dollars** to the undersigned grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we, **Stephen M. Sutherlin and wife, Susan W. Sutherlin**, (herein referred to as grantors) do grant, bargain, sell and convey unto **Mary J. Hartsfield** (herein referred to as GRANTEE) the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 27, according to the Final Plat of Subdivision, North Lake at Greystone, Phase 3, as recorded in Map Book 23, Page 3, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Ad valorem taxes for the current tax year which grantees herein assume and agree to pay.
2. 7.5 foot easement as shown by recorded map.
3. Restrictions as shown by recorded map.
4. Restrictions or Covenants recorded in Instrument #1998/10063, in the Probate Office of Shelby County, Alabama.
5. Title to all minerals within and underlying the premises, together with all mining rights and other privileges and immunities relating thereto as recorded in Deed Book 121, Page 294, Deed Book 57, Page 584, and Deed Book 60, Page 260 in the Probate Office of Shelby County, Alabama.
6. Amended and Restated Restrictive Covenants recorded in Real 265, Pages 96 and 109, in the Probate Office of Shelby County, Alabama.
7. Shelby Cable Agreement recorded in Real 350, Page 545, in the Probate Office of Shelby County, Alabama.
8. Building set back line as set out in the Declaration of Protective Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Instrument 1996/17496, in the Probate Office of Shelby County, Alabama.
9. Covenants and Agreement for water service as set out in Agreement recorded in Real 235, Page 574, as modified by Agreement recorded in Instrument #1992/20786 and further amended by Agreement recorded in Instrument #1993/20840, in the Probate Office of Shelby County, Alabama.
10. Development Agreement including Restrictions or 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 shown in Instrument #1994/22318, with first amendment recorded in Instrument 1996/530 and second amendment recorded in Instrument 1998/16170, in the Probate Office of Shelby County, Alabama.
11. Greystone Farms North Reciprocal Easement Agreement recorded in Instrument #1996/17497 in the Probate Office of Shelby County, Alabama.
12. Declaration of Protective Covenants, Conditions and Restrictions as to Greystone Farms North, as recorded in Instrument #1996/17496 and first amendment recorded in Instrument #1998/10063, in the Probate Office of Shelby County, Alabama.
13. Articles of Incorporation of Greystone Farms North Owners Association as set out in Instrument 1996/199 and first amendment recorded in Instrument #1997/8840, in the Probate Office of Shelby County, Alabama.
14. 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 in Instrument #1998/16416, in the Probate Office of Shelby County, Alabama.
15. Locations of Power Box as shown on the survey by Laurence D. Weygand dated May 28, 1998.
16. Release of Damages, Restrictions, Modifications, Covenants, Conditions, Rights, Privileges, Immunities and Limitations, as applicable as recorded in Instrument #1998/23244, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD Unto the said Grantee, his/her heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEE, his/her 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/her heirs and assigns forever, against the lawful claims of all persons.

Inst # 1999-48800

12/02/1999-48800
11:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJI 201.00

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of November, 1999.

 (Seal)
Stephen M. Sutherlin

 (Seal)
Susan W. Sutherlin

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen M. Sutherlin and wife, Susan W. Sutherlin, 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 30th day of November, 1999.



Notary Public
Affix Seal

Commission
Expires 5/15/2001

Inst # 1999-48800

12/02/1999-48800
11:06 AM CERTIFIED
JEFFERSON COUNTY JUDGE OF PROBATE
002 CJ1 294.00