

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was  
prepared by:

R. Shan Paden  
PADEN & PADEN  
Attorneys at Law  
5 Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

JOSEPH J. CANNESTRA  
4113 GUILFORD ROAD  
BIRMINGHAM, AL 35242

Inst • 2000-18555

06/06/2000-18555  
08:55 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
\$2.00

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 EIGHTY FIVE THOUSAND and 00/100 (\$185,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, LESLIE L. LEATHERMAN (MOSS) and HUSBAND, WILLIAM W. MOSS, JR. (herein referred to as GRANTORS) do grant, bargain, sell and convey unto JOSEPH J. CANNESTRA and BONNIE L. CANNESTRA, 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 96, ACCORDING TO THE FINAL RECORDED PLAT OF GREYSTONE FARMS, GUILFORD PLACE, PHASE 1, AS RECORDED IN MAP BOOK 20, PAGE 105, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**SUBJECT TO:**

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1999 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2000.
2. 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.
3. AMENDED AND RESTATED RESTRICTIVE COVENANTS AS RECORDED IN REAL VOLUME 265, PAGE 96.
4. RIGHTS OF OTHERS TO USE OF HUGH DANIEL DRIVE AS RECORDED IN DEED BOOK 301, PAGE 799.
5. SHELBY CABLE AGREEMENT AS RECORDED IN REAL VOLUME 350, PAGE 545
6. COVENANTS AND AGREEMENT FOR WATER SERVICE AS RECORDED IN REAL VOLUME 235, PAGE 574 AND MODIFIED IN INSTRUMENT #1992-20786, AND FURTHER MODIFIED IN INSTRUMENT #1993-20840.
7. 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 RECORDED IN INSTRUMENT #1994-22318.

8. RESTRICTIONS, COVENANTS AND HOMEOWNERS ASSOCIATION PERTAINING TO GREYSTONE FARMS AS RECORDED IN INSTRUMENT #1995-16401; FIRST AMENDMENT THERETO AS RECORDED IN INSTRUMENT #1996-01432; SECOND AMENDMENT THERETO TO BE RECORDED IN SAID PROBATE OFFICE.
9. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT IN MAP BOOK 20, PAGE 105.
10. EASEMENTS AND BUILDING SETBACK LINES AS SHOWN BY RECORDED PLAT
11. RIGHT OF WAY TO BIRMINGHAM WATER WORKS AS RECORDED IN INSTRUMENT #1995-11637.
12. EASEMENT TO BELL SOUTH TELECOMMUNICATIONS AS RECORDED IN INSTRUMENT #1995-7422.
13. GREYSTONE RECIPROCAL EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT #1995-16400.
14. RIGHT OF WAY FROM DANIEL OAK MOUNTAIN LIMITED TO SHELBY COUNTY AS RECORDED IN INSTRUMENT #1994-21963.

LESLIE L. LEATHERMAN AND LESLIE L. MOSS ARE ONE AND THE SAME PERSON.

\$166,500.00 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, LESLIE L. LEATHERMAN (MOSS) and HUSBAND, WILLIAM W. MOSS, JR., have hereunto set his, her or their signature(s) and seal(s), this the 30th day of May, 2000.

  
LESLIE L. LEATHERMAN (MOSS)

  
WILLIAM W. MOSS, JR.

STATE OF ALABAMA)  
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **LESLIE L. LEATHERMAN (MOSS)** and **HUSBAND, WILLIAM W. MOSS, JR.**, 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 30th day of May, 2000.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9.29.02

Inst # 2000-18555

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SHELBY COUNTY JUDGE OF PROBATE  
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