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(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was
prepared by:
R. Stan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:
STEPHANIE H. MURPHY
4083 MILNER WAY
BIRMINGHAM, AL 35242

Inst # 2000-22867

07/10/2000-22867
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CM

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

Know All Men by These Presents: That in consideration of TWO HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED and 00/100 (\$282,900.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, GREGORY S. MURPHY and TRACY M. MURPHY, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto STEPHANIE H. MURPHY, A MARRIED WOMAN and TYLER C. MURPHY, A MARRIED MAN, (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 60, ACCORDING TO THE FINAL RECORD PLAT OF GREYSTONE FARMS. MILNER'S CRESCENT SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 21, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR 1999 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2000.
2. EASEMENTS AND BUILDING LINE AS SHOWN ON RECORDED MAP.
3. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES, IMMUNITIES AND RELEASE OF DAMAGES RELATING THERETO, AS RECORDED IN DEED BOOK 121, PAGE 294 AND DEED BOOK 60, PAGE 260.
4. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT #1995-16401; AMENDED IN INSTRUMENT #1996-1432 AND FURTHER AMENDED IN INSTRUMENT #1996-21440.
5. RIGHT(S) OF WAY OF BELL SOUTH COMMUNICATIONS, AS RECORDED IN INSTRUMENT #1995-7422.
6. AMENDED AND RESTATED RESTRICTIVE COVENANTS IN REAL VOLUME 265, PAGE 96.
7. RIGHTS OF OTHERS TO USE HUGH DANIEL DRIVE DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 301, PAGE 799.
8. SHELBY COUNTY CABLE AGREEMENT RECORDED IN REAL VOLUME 350, PAGE 545.
9. COVENANT AND AGREEMENT FOR WATER SERVICE AS SET OUT IN AN AGREEMENT RECORDED IN REAL VOLUME 235, PAGE 574, MODIFIED BY INSTRUMENT #1992-20786, FURTHER MODIFIED BY INSTRUMENT #1993-20840.

10. RIGHT OF WAY TO SHELBY COUNTY IN INSTRUMENT #1994-21963.
11. DEVELOPMENT AGREEMENT AS RECORDED IN INSTRUMENT #1994-22318.
12. GREYSTONE FARMS RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT #1995-16400.
13. GREYSTONE FARMS COMMUNITY CENTER PROPERTY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN INSTRUMENT #1995-16403.
14. RIGHT(S) OF WAY TO SHELBY COUNTY, AS RECORDED IN INSTRUMENT #1995-4395.
15. RESTRICTIONS, BUILDING LINES, AND RELEASE OF DAMAGES AS SET FORTH IN INSTRUMENT #1996-42717.

\$226,300.00 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, GREGORY S. MURPHY and TRACY M. MURPHY, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 28th day of June, 2000.

Gregory S. Murphy, acting by and through his attorney in fact, Lori Henderson West
GREGORY S. MURPHY, ACTING BY AND THROUGH HIS ATTORNEY IN FACT, LORI HENDERSON WEST

Tracy M. Murphy, acting by and through her attorney in fact, Lori Henderson West
TRACY M. MURPHY, ACTING BY AND THROUGH HER ATTORNEY IN FACT, LORI HENDERSON WEST

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that LORI HENDERSON WEST, whose name as Attorney in Fact for GREGORY S. MURPHY AND TRACY M. MURPHY, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the instrument, she, in her capacity as such Attorney in Fact, and with full authority executed the same voluntarily on the date the same bears date.

Given under my hand this the 28TH day of JUNE, 2000.

[Signature]
Notary Public

My commission expires: 9-29-02

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SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 68.00