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(RECORDING INFORMATION ONLY ABOVE THIS LINE)
This Instrument was prepared by: SEND TAX NOTICE TO:

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KEVIN M. SIMS
8248 CASTLEHILL RD
HOOVER, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)
\\

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of SEVEN HUNDRED SIXTY THOUSAND DOLLARS and 00/100 (\$760,000.00) to the undersigned grantor, FIRST FINANCIAL BANK FORMERLY KNOWN AS FIRST FEDERAL SAVINGS BANK in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto KEVIN M. SIMS and PAMELA J. SIMS, 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 46, ACCORDING TO THE SURVEY OF GREYSTONE, 8TH SECTOR, AS RECORDED IN MAP BOOK 20 PAGE 93 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2001 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2002.
2. EASEMENTS AS SHOWN BY RECORDED PLAT.
3. BUILDING SETBACK LINE PURSUANT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN REAL 317 PAGE 260, AS AMENDED.
4. 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 60, PAGE 260; DEED BOOK 51 PAGE 544; DEED BOOK 4 PAGE 527 AND DEED BOOK 121 PAGE 294 IN PROBATE OFFICE.
5. COVENANT RELEASING PREDECESSOR IN TITLE FROM ANY LIABILITY ARISING FROM SINKHOLES, LIMESTONE FORMATIONS, SOIL CONDITIONS OR ANY OTHER KNOWN OR UNKNOWN SURFACE OR SUBSURFACE CONDITIONS THAT MAY NOW OF HEREAFTER EXIST OR OCCUR OR CAUSE DAMAGE TO SUBJECT PROPERTY, AS SHOWN BY INSTRUMENT RECORDED IN MAP BOOK 20 PAGE 93 IN THE PROBATE OFFICE.
6. AMENDED AND RESTATED RESTRICTIVE COVENANTS RECORDED IN REAL 265 PAGE 96 IN PROBATE OFFICE.

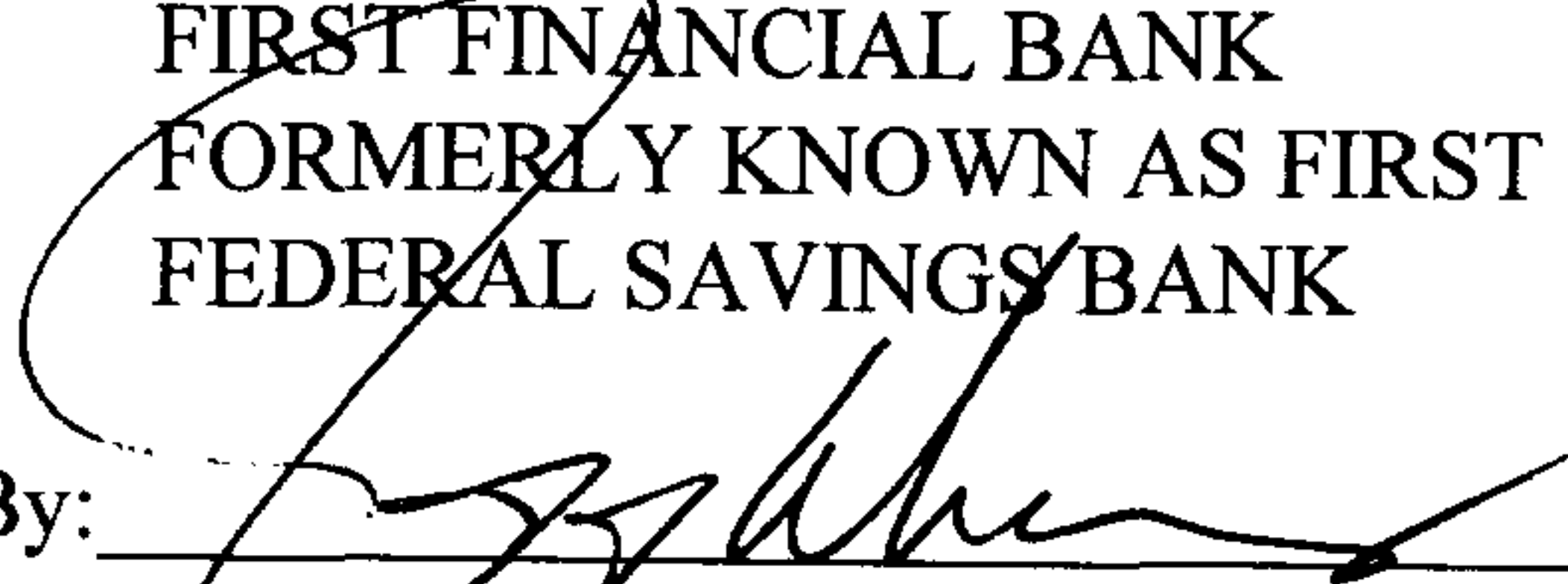
7. RECIPROCAL EASEMENT AGREEMENT EXECUTED BY DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP AND DANIEL LINKS PARTNERSHIP, DATED JANUARY 1ST 1990 AND RECORDED IN REAL 312 PAGE 274 IN PROBATE OFFICE, AS AMENDED BY FIRST AMENDMENT THERETO AS RECORDED IN REAL 317 PAGE 253 AND SECOND AMENDMENT AS INST. #1993-3124 IN SAID PROBATE OFFICE.
8. COVENANT AND AGREEMENT FOR WATER SERVICE AS SET OUT IN AN AGREEMENT RECORDED IN REAL BOOK 235 PAGE 574 AND AMENDED BY AGREEMENT RECORDED AS INST. #1993-20840 AND INST. #1992-20786 IN PROBATE OFFICE.
9. GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN REAL 317 PAGE 260 AND AS AMENDED BY AFFIDAVIT IN REAL 319 PAGE 235, AND AS FURTHER AMENDED BY FIRST AMENDMENT DATED JUNE 6, 1991 AND RECORDED IN REAL 346 PAGE 942, AND BY SECOND AMENDMENT RECORDED IN REAL 378 PAGE 904, THIRD AMENDMENT RECORDED IN REAL 397 PAGE 958 AND FOURTH AMENDED RECORDED IN INST. #1992-17890 AND FIFTH AMENDMENT AS INST. #1993-3123 AND SIXTH AMENDMENT AS INST #1993-10163 AD SEVENTH AMENDMENT AS INST. #1993-16932 AND EIGHTH AMENDMENT AS INST. #1993-20968, NINTH AMENDMENT RECORDED AS INST. #1993-32840 AND TENTH AMENDMENT AS INST. #1994-23329, ELEVENTH AMENDMENT AS INST. #1995-8111, TWELFTH AMENDMENT RECORDED AS INST. #1995-24267, THIRTEENTH AMENDMENT RECORDED AS INST. #1995-34231 AND FOURTEENTH AMENDMENT RECORDED AS INST. #195-35679 AND INST. #1996-19860, FIFTEENTH AMENDMENT RECORDED AS INST. #1996-37514, SIXTEENTH AMENDMENT RECORDED AS INST. #1996-39737 AND SEVENTEENTH AMENDMENT RECORDED AS INST. #1997-2534, EIGHTEENTH AMENDMENT RECORDED AS INST. #1997-17533, NINETEENTH AMENDMENT RECORDED AS INST. #1997-30081 AND TWENTIETH AMENDMENT RECORDED AS INST. #1997-38614, AND TWENTY-FIRST AMENDMENT RECORDED AS INST. #1999-3331, TWENTY-SECOND AMENDMENT RECORDED AS INST. #1999-6309 AND TWENTY-THIRD AMENDMENT RECORDED AS INST. #1999-47817 AND AS SHOWN BY MAP BOOK 20 PAGE 93 IN PROBATE OFFICE.
10. CABLE AGREEMENT BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP AND SHELBY CABLE, INC. AS RECORDED IN REAL 350 PAGE 545 IN PROBATE OFFICE.
11. TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT RECORDED IN DEED BOOK 139 PAGE 124 AND DEED BOOK 138 PAGE 595 IN PROBATE OFFICE.
12. EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN REAL 265 PAGE 316 IN PROBATE OFFICE.
13. UTILITY EASEMENT AGREEMENT AS SHOWN BY INST. #1993-25946 IN PROBATE OFFICE.
14. ACCESS EASEMENT AGREEMENT AS SET OUT BY INST. #1993-25945 IN PROBATE OFFICE.
15. RECIPROCAL EASEMENT AGREEMENT PERTAINING TO ACCESS AND ROADWAY EASEMENTS AS SET OUT IN INSTRUMENT #2001-38396 IN THE PROBATE OFFICE.
16. ANY LOSS, LIABILITY, DAMAGE, CLAIM, EXPENSE, COST, AND ATTORNEY FEE OCCASIONED BY THE STATUTORY RIGHT OF REDEMPTION FROM THE FORECLOSURE ON JANUARY 28, 2002 BY THE FORECLOSURE DEED DATED JANUARY 28TH, 2002 AND RECORDED IN INST. #2002-05251 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, UNDER STATE AN FEDERAL LAW. (GRANTOR HAS EXECUTED AN INDEMNITY AGREEMENT BY SEPARATE INSTRUMENT IN FAVOR OF GRANTEE.)

\$608,000.00 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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns 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 GRANTOR, FIRST FINANCIAL BANK FORMERLY KNOWN AS FIRST FEDERAL SAVINGS BANK, by its VICE PRESIDENT, JEFF WILLIAMS who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 4th day of June, 2002.

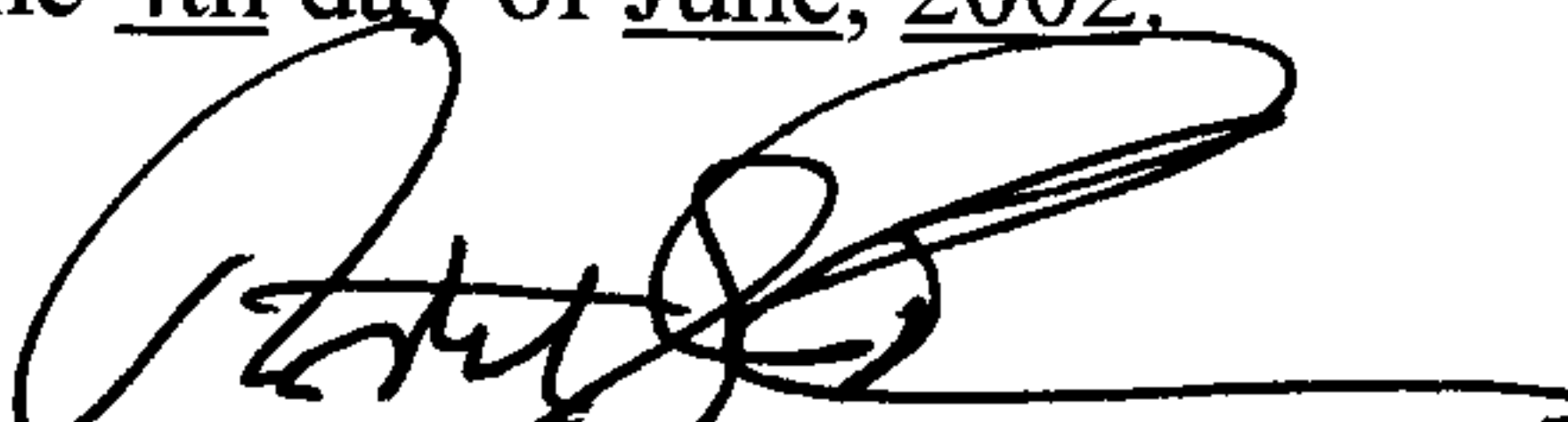
FIRST FINANCIAL BANK
FORMERLY KNOWN AS FIRST
FEDERAL SAVINGS BANK
By: 
JEFF WILLIAMS, VICE PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JEFF WILLIAMS, whose name as VICE PRESIDENT of FIRST FINANCIAL BANK, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 4th day of June, 2002.


Notary Public

My commission expires: 7/11/02