Send Tax Notice To: GLORIA ROBINSON This instrument was prepared by name ENGLISH TURN GENE W. GRAY, JR. address BIRMINGHAM, ALABAMA 35242 (Address) 2100 SOUTHBRIDGE PARKWAY, BIRMINGHAM, ALABAMA 35209 WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS, Jefferson That in consideration of TWO HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED AND NO/100------DOLLARS (\$248,500.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, MICHELLE L. LAGLE, A SINGLE PERSON (herein referred to as grantors) do grant, bargain, sell and convey unto GLORIA ROBINSON AND HUSBAND, LARRY ROBINSON (herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in SHELBY County, Alabama to-wit: LOT 38, ACCORDING TO THE FIRST AMENDED PLAT OF FINAL RECORD PLAT OF GREYSTONE FARMS, ENGLISH TURN SECTOR, PHASE I AS RECORDED IN MAP BOOK 19, PAGE 142 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO: ADVALOREM TAXES DUE OCTOBER 01, 2002. THOSE ITEMS SET OUT ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES. \$223650.00 OF THE CONSIDERATION WAS PAID FORM THE PROCEEDS OF TWO MORTGAGE LOANS. 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, 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. 30th IN WITNESS WHEREOF, \perp have hereunto set \perp my hand(s) and seal(s), this \perp day of <u>October</u>, <u>2002</u>. (Seal) (Seal) MICHELLE LAGLE (Seal) (Seal) (Seal) (Seal) STATE OF ALABAMA General Acknowledgment Jefferson COUNTY a Notary Public in and for said County, in said State, hereby certify that MICHELLE L. LAGLE, A SINGLE PERSON is is signed to the foregoing conveyance, and who. whose name(s)_ known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily she on the day the same bears date. Given under my hand and official seal this 30th A.D., 2002 day of October JR. Notary Public

DCAL03W

Easements and building line as shown on recorded map.

Notes as shown on recorded map(s).

Release of damages as set out in instrument(s) recorded in Instrument #1998-45377.

Building setback line as shown by Map Book 19, Page 142, and as set out in Instrument #1995-16401; First Amendment recorded in Instrument #1995-1432; Second Amendment recorded in Instrument #1996-21440; and Third Amendment recorded in Instrument #1997-2587.

Declaration, Covenants and Restrictions as to Greystone Farms as set out in Instrument #1995-16401; First Amendment recorded in Instrument #1995-1432; Second Amendment recorded in Instrument #1996-21440; Third Amendment recorded in Instrument #1997-2587 and 4th Amendment recorded in Instrument #1998-10062.

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, in said Probate Office.

Restrictions, limitations and conditions as set out in Map Book 19, Page 142.

Easement(s) to BellSouth Communications, as recorded in Instrument #1995-7422.

Amended and Restated Restrictive Covenants including building set back lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instruments recorded in Real Volume 265, Page 96, in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. dated 07/14/1994.

Shelby Cable Agreement as recorded in Real 350, Page 545.

Covenants and agreements for water service as set out in an Agreement recorded in Real Book 235, Page 574, and modified by Agreement recorded as Instrument #1992-20786, and , , as further modified by Agreement recorded in Instrument #1993-20840.

Right of Way from Daniel Oak Mountain Limited Partnership to Shelby County, recorded on 07/13/1994 as recorded in Instrument #1994-21963.

Greystone Farms Reciprocal Easement Agreement recorded as Instrument #1995-16400.

Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403, in the Probate Office of Shelby County, Alabama.

Development Agreement between Daniel Oak Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as recorded in Instrument #1994-22318; First Amendment in Instrument #1996-0530 and Second Amendment recorded in Instrument #1998-16170.