



2002120300599860 Pg 1/2 114.00
Shelby Cnty Judge of Probate, AL
12/03/2002 10:12:00 FILED/CERTIFIED

This instrument was prepared by

(Name) Larry L. Halcomb

(Address) 3512 Old Montgomery Highway
Birmingham, AL 35209

Send Tax Notice To: Jerry J. Ingram

name

2150 Cameron Circle
address

Birmingham, AL 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

Jefferson COUNTY

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of THREE HUNDRED FIFTY FIVE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$355,375.00) to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, we, Kay S. Johnson and husband, Malcolm C. Johnson

(herein referred to as grantors) do grant, bargain, sell and convey unto Jerry J. Ingram and wife, Stephanie P. Ingram

(herein referred to as GRANTEEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 24, according to the Survey of St. Ives at Greystone, as recorded in Map Book 15, page 70, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

Subject to taxes for 2003.

Subject to items on attached Exhibit "A".

\$ 255,375.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEEES 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 GRANTEEES, 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 GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 22nd day of November, 2002.

(Seal)

(Seal)

(Seal)

Kay S. Johnson (Seal)
Ray S. Johnson
Malcolm C. Johnson (Seal)
Malcolm C. Johnson

(Seal)

(Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that Kay S. Johnson and husband, Malcolm C. Johnson whose name(s) 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 22nd day of November A.D., 2002

Larry L. Halcomb

Notary Public

My Commission Expires January 23, 2006

EXHIBIT "A"

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20 foot building line, as shown by recorded map.

10 foot Easement on rear, as shown by recorded map.

Restrictions as shown by recorded Map.

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 Volume 121, page 294, Volume 60, page 260 and Volume 4, page 486 in the Probate Office of Shelby County, Alabama.

Amended and Restated Restrictive Covenants as set out in instruments recorded in Real 265, page 96, Real 356, page 653 and Map Book 14, page 70 A, B & C in the Probate Office of Shelby County, Alabama.

Reciprocal Easement Agreement pertaining to access and roadway easements, recorded in Real 312, page 274 and amended by First Amendment thereto recorded in Real 317, page 253 and Real 356, page 668 and by Second Amendment recorded in Instrument 1993-3124, in the Probate Office of Shelby County, Alabama.

Covenants and Agreements for water services as set out in instrument between Dantract and Shelby County, recorded in Real 235, page 574, amended by agreement set out in Instrument 1993-20840 and Instrument 1992-20786 in the Probate Office of Shelby County, Alabama.

Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260, amended by Real 319, page 235 and by First Amendment to Restrictions, recorded in Real 346, page 942; Second Amendment recorded in Real 378, page 904; Third Amendment recorded in Real 397, page 958; Fourth Amendment recorded in Instrument 1992-17890; Fifth Amendment recorded in Instrument 1993-3123; Sixth Amendment recorded in Instrument 1993-10163; Seventh Amendment recorded in Instrument 1993-16982; Eighth Amendment recorded in Instrument 1993-20968; Ninth Amendment recorded in Instrument 1993-32840; Tenth Amendment recorded in Instrument 1994-23329; Eleventh Amendment recorded in Instrument 1995-08111; Twelfth Amendment recorded in Instrument 1995-24267; Thirteenth Amendment recorded in Instrument 1995-34231; Fourteenth Amendment recorded in Instrument No. 1996-19860; Fifteenth Amendment recorded in Instrument No. 1996-37514; Sixteenth Amendment recorded in Instrument No. 1996-39737; Seventeenth Amendment recorded in Instrument No. 1997-02534; Eighteenth Amendment recorded in Instrument No. 1997-17533; Nineteenth Amendment recorded in Instrument No. 1997-30081 in the Probate Office of Shelby County, Alabama.

Cable Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, page 545, in the Probate Office of Shelby County, Alabama.

Rights of others to use easements as set out in St. Ives Reciprocal Easement Agreement dated August 1, 1991 and recorded in Real 356, page 668 in the Probate Office of Shelby County, Alabama.

Release of Damages as recorded in Real 317, page 260, amended and set out in deed from Daniel Oak Mountain Limited Partnership recorded in Real 356, page 653 in the Probate Office of Shelby County, Alabama.

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 or hereafter exist or occur or cause damage to subject property as shown by instrument recorded in Map Book 15, pages 70 A, B & C in the Probate Office of Shelby County, Alabama. NOTE: The policy to be issued will insure against that any violation of this covenant will not result in a forfeiture or reversion of title.

Underground Agreement with Alabama Power Company recorded in Real 377, page 421 and covenants and conditions as set out by Alabama Power Company in Real 364, page 393, in the Probate Office of Shelby County, Alabama.

Release of Damages, Restrictions, Modification, Covenants, Conditions, Rights, Privileges, Immunities and Limitations as applicable, as set out in and as referenced in deed recorded in Instrument 1993-18151 in the Probate Office of Shelby County, Alabama.

Right of Way granted to Alabama Power Company by instrument recorded in Volume 109, page 505; Volume 112, page 516; Volume 305, page 637; Real 333, page 138 and Real 350, page 206, in the Probate Office of Shelby County, Alabama.

Rights of others to the use of Hugh Daniel Drive, as set out in instrument recorded in Deed Book 301, page 799, in the Probate Office of Shelby County, Alabama.

Right of Way granted to Alabama Power Company for water distribution by instrument recorded in Real 333, page 138, in the Probate Office of Shelby County, Alabama.