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Shelby Cnty Judge of Probate, AL
05/02/2003 08:07:00 FILED/CERTIFIED

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

SEND TAX NOTICE TO:

✓ George M. Vaughn
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

THOMAS McMAHON
4277 MILNER ROAD EAST
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 THREE HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$334,500.00) to the undersigned grantor, PALMER CONSTRUCTION, INC. 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 THOMAS McMAHON and KATHEREN McMAHON, 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 139, ACCORDING TO THE SURVEY OF FINAL RECORD PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR, PHASE 4, AS RECORDED IN MAP BOOK 27, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE FARMS NORTH DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, RECORDED IN INSTRUMENT #1996-17498, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ALL AMENDMENTS THERETO.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2003 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2003.
2. BUILDING SETBACK LINES AND EASEMENTS AS SHOWN BY RECORDED MAPS AND BY RESTRICTIVE COVENANTS AS RECORDED IN INSTRUMENT #1995-16401; AS AMENDED BY INSTRUMENT #1996-1432; INSTRUMENT #1996-21440; INSTRUMENT #1997-2587; INSTRUMENT #1998-10062; INSTRUMENT #1998-30335; AND INSTRUMENT #2000-9754, IN PROBATE OFFICE.
3. RESTRICTIVE COVENANTS AS RECORDED IN INSTRUMENT #1995-16401; AS AMENDED BY INSTRUMENT #1996-1432; INSTRUMENT #1996-21440; INSTRUMENT #1997-2587; INSTRUMENT #1998-10062; INSTRUMENT #1998-30335; AND INSTRUMENT #2000-9754, IN PROBATE OFFICE.
4. TITLE TO ALL MINERALS UNDERLYING CAPTION LANDS WITH MINING RIGHTS AND PRIVILEGES BELONGING THERETO.
5. RESTRICTIONS, LIMITATIONS AND CONDITIONS AS SET OUT ON RECORDED MAP.
6. EASEMENT TO BELL SOUTH COMMUNICATIONS AS SHOWN BY INSTRUMENT #1995-7422, IN PROBATE OFFICE.
7. AMENDED AND RESTATED RESTRICTIVE COVENANTS INCLUDING BUILDING SETBACK LINES AND SPECIFIC PROVISIONS FOR DENSE BUFFER ALONG HUGH DANIEL DROVE, ALL AS SET OUT IN REAL RECORD 265, PAGE 96, IN PROBATE OFFICE.
8. AGREEMENT WITH SHELBY CABLE AS RECORDED IN REAL RECORD 350, PAGE 545, IN PROBATE OFFICE.

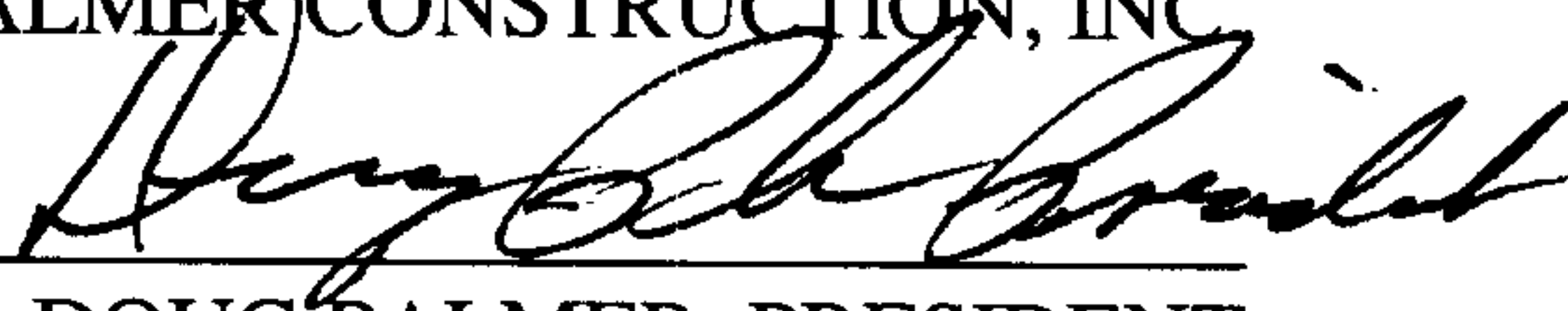
9. COVENANTS AND AGREEMENT FOR WATER SERVICE AS RECORDED IN REAL RECORD 235, PAGE 574; AS MODIFIED BY INSTRUMENT #1992-20786; AND INSTRUMENT #1993-20840, IN PROBATE OFFICE.
10. RIGHT OF WAY FROM DANIEL OAK MOUNTAIN LIMITED TO SHELBY COUNTY, AS RECORDED IN INSTRUMENT #1994-21963, IN PROBATE OFFICE.
11. DEVELOPMENT AGREEMENT AS RECORDED IN INSTRUMENT #1994-22318, AS AMENDED IN INSTRUMENT #1996-0530; AND INSTRUMENT #1998-16170, IN PROBATE OFFICE.
12. RECIPROCAL EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT #1995-16400, IN PROBATE OFFICE.
13. COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING GREYSTONE FARMS COMMUNITY CENTER PROPERTY AS RECORDED IN INSTRUMENT #1995-16403, IN PROBATE OFFICE.
14. RELEASE OF DAMAGES AS RECORDED IN INSTRUMENT #2000-45560; AND INSTRUMENT #2000-23388, IN PROBATE OFFICE.

\$318,250.00 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, PALMER CONSTRUCTION, INC., by its PRESIDENT, DOUG PALMER who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 21st day of April, 2003.

PALMER CONSTRUCTION, INC.
By: 
DOUG PALMER, 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 DOUG PALMER, whose name as PRESIDENT of PALMER CONSTRUCTION, INC., 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 21st day of April, 2003.



Notary Public

My commission expires: 9.29.06