

BHM31433 Reli, Inc.

the TITLE and CLOSING PROFESSIONALS

3595 Grandview Pkwy, Ste 350

Birmingham, AL 35243

Send tax notice to:

JUSTIN CRAFT

KIMBERLY B. CRAFT

2130 CAMERON CIRCLE

BIRMINGHAM, ALABAMA 35242

This instrument prepared by:

Stewart & Associates, P.C.

3595 Grandview Pkwy, #350

Birmingham, Alabama 35243

20031030000723890 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
10/30/2003 13:05:00 FILED/CERTIFIED

STATE OF ALABAMA

SHELBY COUNTY

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of TWO HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$255,750.00) in hand paid to the undersigned, FIRST FEDERAL BANK, an Alabama corporation (hereinafter referred to as "Grantor") by JUSTIN CRAFT AND KIMBERLY B. CRAFT (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship,, the following described real estate situated in SHELBY County, Alabama, to-wit:

LOT 28, ACCORDING TO THE SURVEY OF ST. IVES AT GREYSTONE, AS RECORDED IN MAP BOOK 15, PAGE 70 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

THE PROPERTY CONVEYED HEREIN IS SUBJECT TO THE EXCEPTIONS AS DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

ALL OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown 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 Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor, FIRST FEDERAL BANK, an Alabama corporation by CHARLES WOLBACH its PRESIDENT/CEO, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 23<sup>RD</sup> day of OCTOBER, 2003.

FIRST FEDERAL BANK,  
an Alabama corporation

By: Charles Wolbach  
CHARLES WOLBACH  
ITS PRESIDENT/CEO

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES WOLBACH, whose name as PRESIDENT/CEO of FIRST FEDERAL BANK, an Alabama corporation is signed to the foregoing instrument, and who known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he executed the same voluntarily for and as the act of said corporation.



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 Shelby Cnty Judge of Probate, AL  
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Given under my hand and official seal this the 23<sup>RD</sup> day of OCTOBER, 2003.



*Regina Reynolds*  
 Notary Public  
 Print Name: *Regina Reynolds*  
 Commission Expires: *8-16-2004*

**EXHIBIT "A":**

The lien of Ad Valorem taxes for the year 2004 are a lien but neither due nor payable until 1 October, 2004.

Municipal Improvements assessments and fire district dues against subject property, if any.

All outstanding rights of redemption in favor of all persons and entities entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed to First Federal Bank, dated 7/9/03, and recorded on 7/11/03, in Instrument #20030711000438110, in the Probate Office of Shelby County, Alabama, under and in accordance with the laws of the State of Alabama or the United States of America. The Company does not attempt herein to disclose or identify the names of all persons, firms, partnerships, corporations, associations, governments, or other entities entitled to redeem the property under the laws of the State of Alabama or the United States of America. Nevertheless, rights of redemption exist, and at this time constitute a title defect, and said defect is expressly excepted from coverage under this Policy by virtue of this Exception. The Company expressly disclaims any duty or other legal obligations to list or identify all persons, firms, partnerships, corporations, associations, governments or other entities entitled to redeem the property under the laws of the State of Alabama or the United States of America and by acceptance of this Policy the Insured hereby releases and discharges The Company, and its issuing agent of and from any such duty, obligation, or undertaking.

20 foot minimum building setback line from Cameron Circle as shown by recorded map.

7.5 foot easement on the North property line and a variable easement on the SW corner of lot as shown by recorded map.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 60, page 260 and in Deed Book 4, page 497, in the Probate Office of Shelby County, Alabama.

Amended and restated Restrictive Covenants as set forth in Real 265, page 96, Real 356, page 653 and in Map Book 15, Page 70.

Rights of others to use Hugh Daniel Drive and Greystone Drive, as described in Instruments recorded in Deed Book 301, page 799, and Reciprocal Easement Agreement executed by Daniel Oak Mountain Limited Partnership and Daniel Links Limited Partnership dated January 1, 1990 and recorded in Real 312, page 274, and amended by First Amendment thereto as recorded in Real 317, page 253.

Covenant and agreement for Water Services as set out in Agreement recorded in Real Book 235, page 574.

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 recorded in Real 346, page 942, Second Amendment as recorded in Real 378, page 904, dated December 20, 1991 and Third Amendment dated March 26, 1992 as recorded in Real 397, page 958, and 4th amended in Instrument #1992-17890, Map Book 15, Page 70 A&B and as further amended by Real 356, page 653.

Cable Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., as recorded in Real 350, page 545.

Rights of others to use easements set out in St. Ives Reciprocal Easement Agreement dated August 1, 1991, and recorded in Real 356, page 668.

Release of damages as set out in instrument recorded in Real 317, page 260 as amended and as set in the deed from Daniel Oak Mountain Limited Partnership recorded in Real 355, page 653.

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 "NOTE" set out in Map Book 15, Page 70 A&B.

Underground Agreement to Alabama Power Company as set out in Real 377, page 421 and covenants and conditions as set out by Alabama Power Company in Real 364, page 393.