

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:

VIRGINIA W. MERRILL
3588 SHANDWICK PLACE
BIRMINGHAM, 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 FOUR HUNDRED EIGHTY THOUSAND FIVE HUNDRED and 00/100 (\$480,500.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, DAVID S. BLACKMON and MICHELE N. BLACKMON, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto VIRGINIA W. MERRILL and CHADWICK R. MERRILL, 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 104, ACCORDING TO THE SURVEY OF GREYSTONE, 1ST SECTOR, PHASE I, AS RECORDED IN MAP BOOK 14, PAGE 91, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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, 2004.

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

Restrictions as shown by recorded Map.

Restrictions appearing of record in Real 317, page 260; Real 265, page 96; Real 319, page 235; Real 333, page 415; Real 336, page 281 and Real 397, page 958, 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.

Restrictions appearing of record in Real 373, page 862; Real 317, page 260; Real 265, page 96; Real 319, page 235; Real 333, page 415 and Real 336, page 281, 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 517; Volume 305, page 637 and Real 333, page 138, in the Probate Office of Shelby County, Alabama.

Rights of others to 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.

Covenants and Agreement for Water Service, recorded in Real 235, page 574; Instrument 1993-20840 and in Instrument 1992-20786, in the Probate Office of Shelby County, Alabama.

Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, page 274, 1st amendment by Real 317, page 253 and 2nd Amendment recorded in Instrument 1993-3124 in the Probate Office of Shelby County, Alabama.

Mineral and mining rights and rights incident thereto recorded in Volume 4, page 486; Volume 121, page 294 and Volume 60, page 260, in the Probate Office of Shelby County, Alabama.

Right of way and Easement to Alabama Power Company for water distribution as recorded in Real 333, page 138, in the Probate Office of Shelby County, Alabama.

Release of Damages as recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama, as amended.

NOTE: Map Book 14, page 91 A & B shows the following reservation:
Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity".

Amended and Restated Restrictions recorded in Real 265, page 96, in the Probate Office of Shelby County, Alabama.

Transmission line permit to Alabama Power Company, as recorded in Deed Book 109, page 505; Deed Book 112, page 517 and Deed Book 305, page 637, in the Probate Office of Shelby County, Alabama.

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.

Release of damages, restrictions, modification, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Instrument 1994-35673, in the Probate Office of Shelby County, Alabama.

Supplemental protective covenants recorded in Real 378, page 948 and Real 378, page 1, in the Probate Office of Shelby County, Alabama.

Restrictions regarding Alabama Power Company recorded in Real 364, page 396, in the Probate Office of Shelby County, Alabama.

First Amendment to Declaration of Protective Covenants as recorded in Real 346, page 942 and Second Amendment to said covenants recorded in Real 378, page 904, in the Probate Office of Shelby County, Alabama.

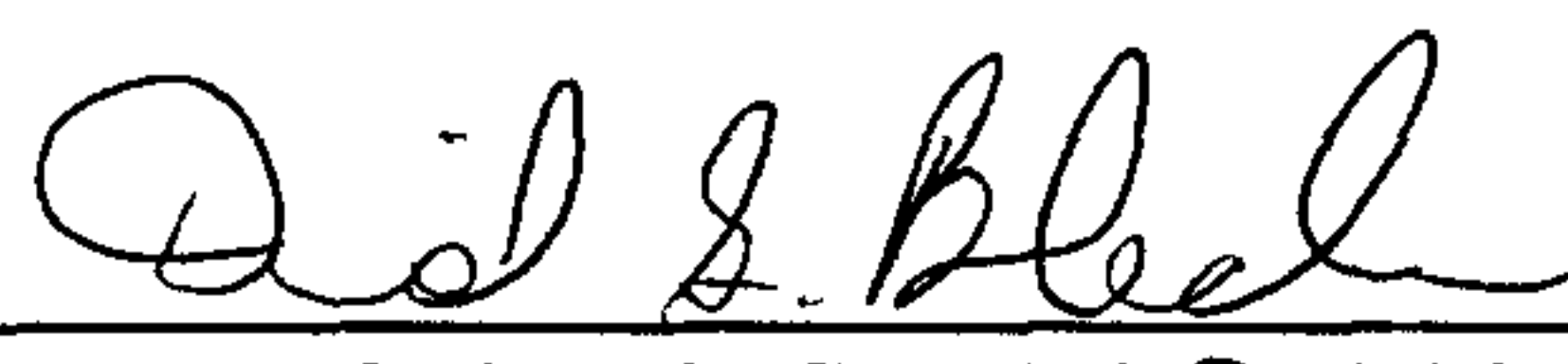
Restrictions, building lines, conditions, mineral and mining rights and rights incident thereto and release of damages recorded in Real 363, page 549 in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

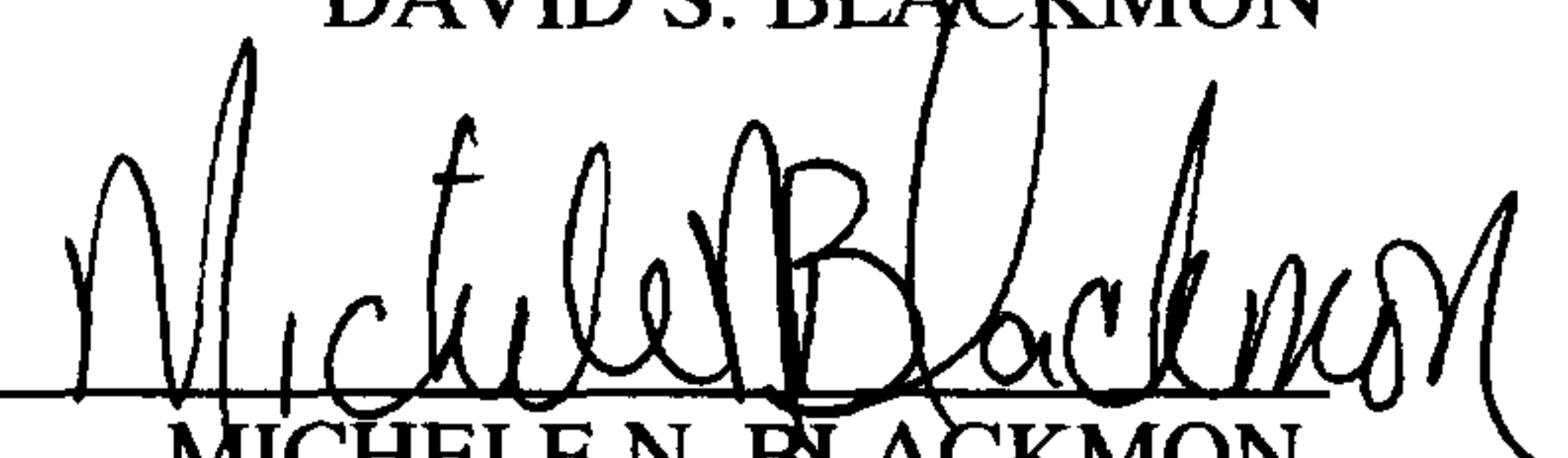
\$322,700.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or 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, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, DAVID S. BLACKMON and MICHELE N. BLACKMON, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 26th day of November, 2003.



DAVID S. BLACKMON


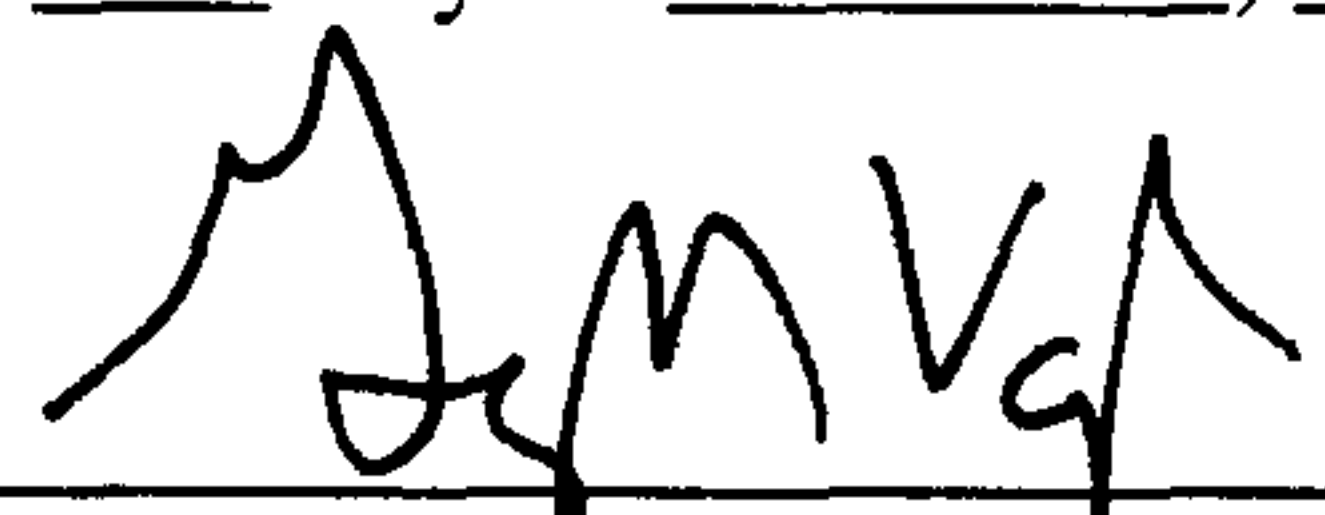
MICHELE N. BLACKMON

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that DAVID S. BLACKMON and MICHELE N. BLACKMON, HUSBAND AND WIFE, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 26th day of November, 2003.



Notary Public

My commission expires: 9.29.06