

BHM0400555
Reli, Inc.

the TITLE and CLOSING PROFESSIONALS
3595 Grandview Pkwy, Ste 350
Birmingham, AL 35243

20040122000037210 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
01/22/2004 08:23:00 FILED/CERTIFIED

Send tax notice to:
Terry E. Young
1036 Linkside Drive
Birmingham, Alabama 35242

This instrument prepared by:
Stewart & Associates, P.C.
3595 Grandview Pkwy, #350
Birmingham, Alabama 35243

STATE OF ALABAMA
Shelby COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Two Hundred Five Thousand and 00/100 Dollars (\$205,000.00) in hand paid to the undersigned, M.A. Frazier Construction, Inc., an Alabama Corporation (hereinafter referred to as "Grantor") by Terry E. Young and Rene Young (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 716, according to the Survey of Greystone Legacy, 7th Sector, as recorded in Map Book 30, Page 43 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

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.

7.5 foot easement on NE, East, South and Southwest lot lines as per plat.

10 foot easement on NW lot line as per plat.

Building and setback lines of 50 feet as recorded in Map Book 30, Page 43, in the Probate Office of Shelby County, Alabama.

Building and setback lines of 15 feet as recorded in Map Book 30, Page 43, in the Probate Office of Shelby County, Alabama.

Restrictive covenants, easement and right of way as setforth in Instrument No. 2001-48193.

Restrictive covenants regarding Greystone Homeowner's Association as setforth in Instrument No. 2001-38396.

Greyston Legacy Declaration of Covenants, Conditions and Restrictions as setforth in Instrument No. 1999-50995; 1st Amendment recorded in Instrument No. 2000-4911; 2nd Amendment recorded in Instrument No. 2000-34390; 3rd Amendment recorded in Instrument No. 2000-40197; 6th

Amendment as recorded in Instrument No. 2001-48193, along with Articles of Incorporation of Greystone Legacy Homeowner's Association, Inc., as set forth in Instrument No. 1999-50982.

Restrictions, limitations, conditions and release of liability as setforth in Map Book 27, page 109.

Declaration of Watershed Protective Covenants for Greystone Development as setforth in Instrument No. 2000-17644, with Assignment and Assumption Agreement recorded in Instrument No. 2000-20625.

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 Real 261, Page 493, in the Probate Office of Shelby County, Alabama.

Covenants and Agreements for Water Service dated April 24, 1989 between Dantract, Inc. and Daniel Realty Corporation and Shelby County as setforth in Real 235, Page 574, along with Amendment recorded in Instrument No. 1992-20786 and 2nd Amendment recorded in Instrument No. 1993-20840.

Release of damages as recorded in Instrument No. 2002102800053025, as recorded in the Probate Office of Shelby County, Alabama.

Reciprocal easement agreement as recorded in Instrument No. 2001-38396.

\$723,000.00 OF THE CONSIDERATION AS 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, M.A. Frazier Construction, Inc. by Michael A.
Frazier its President, who is authorized to execute this conveyance, has hereunto set its
signature and seal on this the 16th day of January, 2004

By: Michael A. Frazier
M.A. Frazier Construction, Inc.
ITS President Michael A. Frazier

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that Michael A. Frazier, whose name as President of M.A. Frazier Construction,
Inc., 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.

Given under my hand and official seal this the 16th day of January, 2004.

Kimberly D. Hawkins
Notary Public
Print Name: Kimberly D. Hawkins
Commission Expires: 1/8/11