

SEND TAX NOTICE TO:
**Donald L. Yessick and Delia
Michelle Yessick
435 North Lake Road
Hoover, Alabama 35242**

This instrument was prepared by:

Sunny Henderson
Trimmier Law Firm
2737 Highland Avenue South
Birmingham, AL 35205

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

**STATE OF ALABAMA
SHELBY COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **Two Hundred Nine Thousand dollars & no cents (\$209,000.00)**

To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged,

John K. Johnson and wife, Kimberly S. Johnson (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto **Donald L. Yessick and wife, Patricia C. Yessick and Delia Michelle Yessick, an unmarried woman** (herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in **Shelby County, Alabama**, to-wit:

LOT 11, ACCORDING TO THE FINAL PLAT OF SUBDIVISION, NORTH LAKE AT GREYSTONE, PHASE 3, AS RECORDED IN MAP BOOK 23 PAGE 3 THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

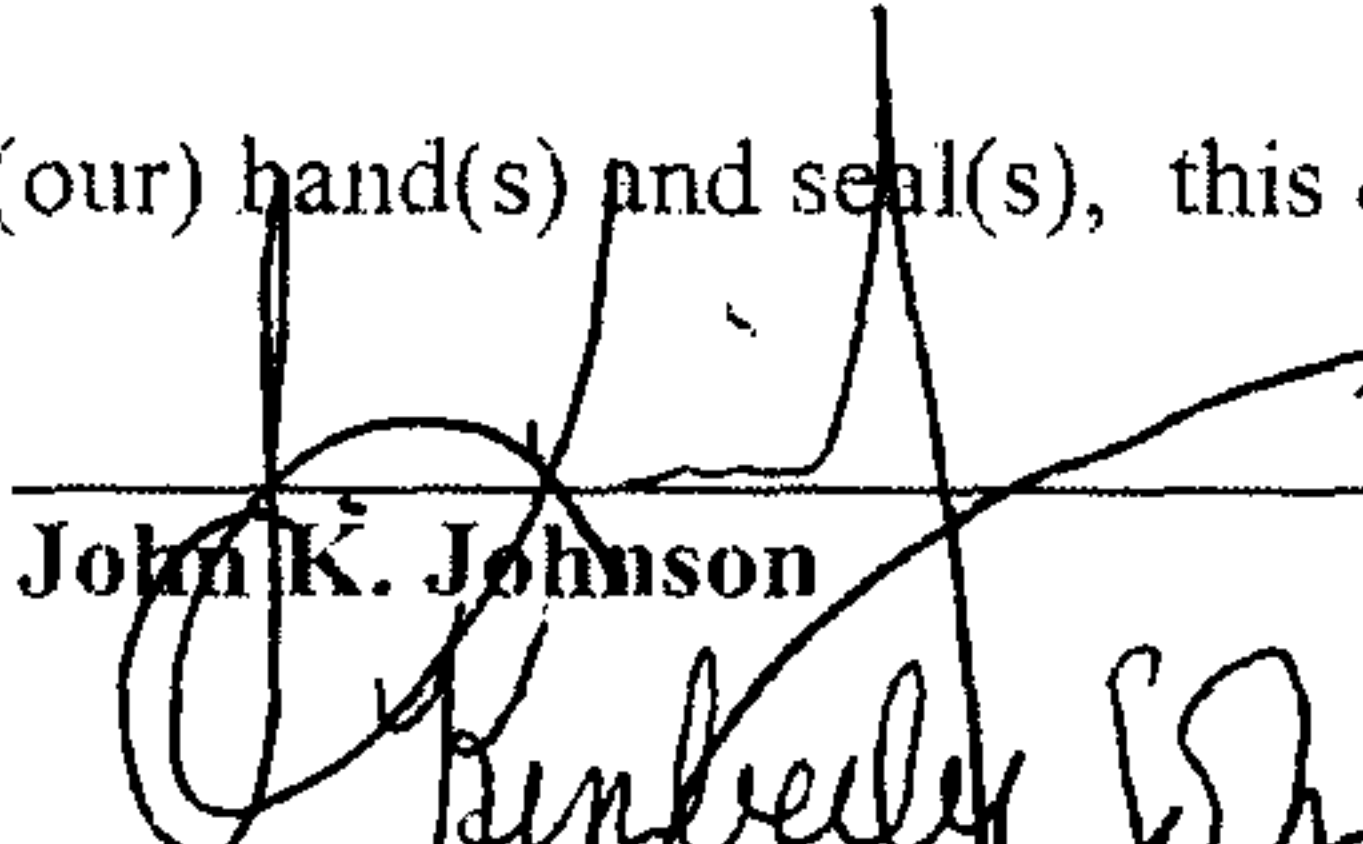
SITUATED IN SHELBY COUNTY, ALABAMA.

- 1.) Amended and Restated Restrictive Covenants as set forth in Real 265, Page 96 and 109.
- 2.) Shelby Cable Agreement as set forth in Real 350, Page 545.
- 3.) Building setback line as set out in the Declaration of Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Instrument 1996-17498 and Instrument 1998-10063 and Map Book 24, Page 119.
- 4.) Covenants and Agreements for water service as set forth in Real 235, Page 574, as modified in Instrument 1992-20786 and further modified in Instrument 1993-20840.
- 5.) Subject to Covenants, conditions and restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as set forth in the document recorded in Book Instrument 1994-22318; and 1st Amendment recorded in Instrument 1996-530 and 2nd Amendment recorded as Instrument 1998-16170 in the official records of Shelby County, Alabama.
- 6.) Greystone Farms Reciprocal Easement Agreement as set forth in Instrument 1996-17497.
- 7.) Declaration of Covenants, Conditions and Restrictions as to Greystone Farms North recorded in Instrument 1996-17498 and amended in Instrument 1998-10063.
- 8.) Articles of Incorporation of Greystone Farms North Owner's Association, Inc., recorded as Instrument 1996-199 and amended in Instrument 1997-8840.
- 9.) Easement Agreement by and between Greystone Farms North, L.L.C. Equine partners, L.L.C. North Lake at Greystone Owner's Association, Inc., and Greystone Cove, L.L.C. as set out in Instrument 1998-18416.
- 10.) Reciprocal Use Agreement by and between North Lake at Greystone Owner's Association, Inc., and The Cottages at Greystone Homeowners' Association, Inc., set out in Instrument 1999-24249.
- 11.) Right of way to Birmingham Water Works as set forth in Instrument 1995-11637.
- 12.) Easement to BellSouth Telecommunications as set forth in Instrument 1994-7422.
- 13.) 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 121, Page 294, Deed Book 57, Page 584, Deed Book 60, Page 260.
- 14.) 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 Instrument 2000-00786 in Probate Office.
- 15.) Release of damages as recorded in Instrument 2000-00786.

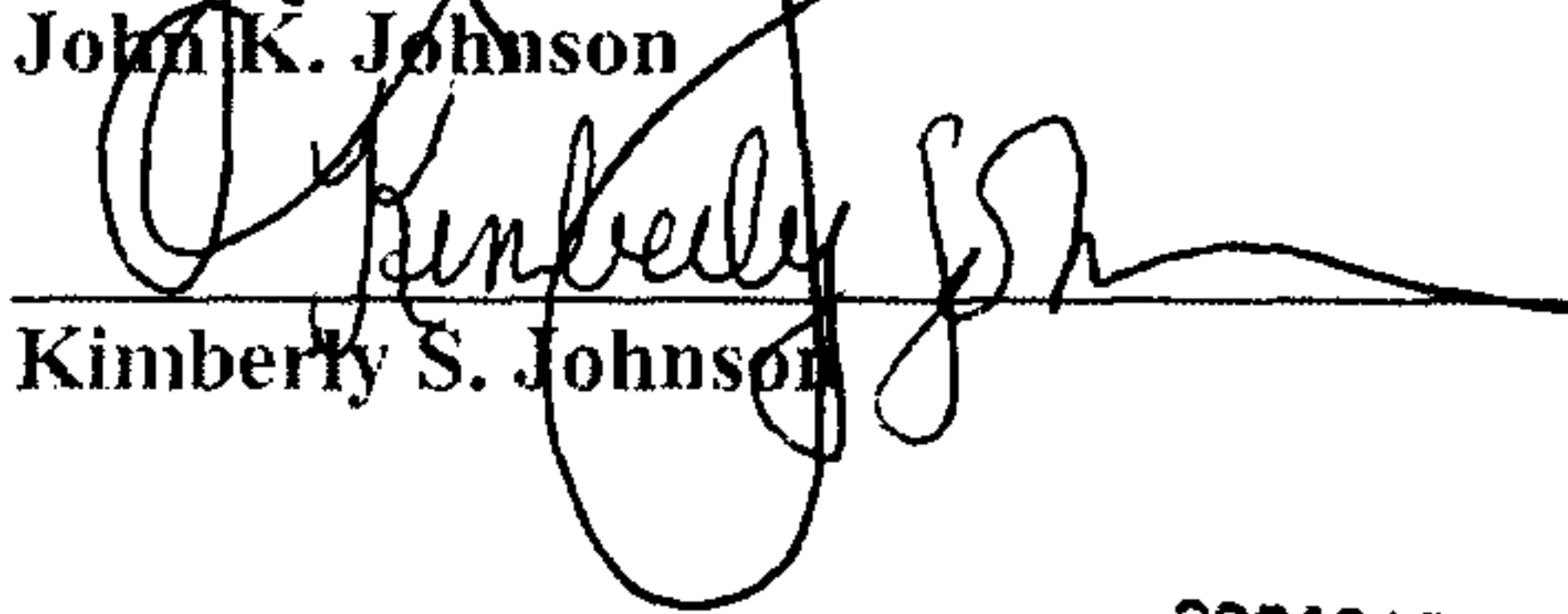
TO HAVE AND TO HOLD Unto the said **GRANTEES** as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) 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**, 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**, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR(S) have hereunto set my (our) hand(s) and seal(s), this **January 15, 2004**



John K. Johnson (Seal)



Kimberly S. Johnson (Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

20040126000042890 Pg 2/2 223.00
Shelby Cnty Judge of Probate, AL
01/26/2004 14:15:00 FILED/CERTIFIED

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John K. Johnson and wife, Kimberly S. Johnson, whose name(s) was (were) signed to the foregoing conveyance, and who is (are) known to me (or satisfactorily proven), 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 15th day of January, 2004.



Notary Public.

(Seal) 5/28/07