

Send tax notice to:
GREG MAJORS
JULIE MAJORS

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

BHM 0407832

STATE OF ALABAMA
COUNTY OF JEFFERSON

WARRANTY DEED, JOINT TENACY WITH RIGHTS OF SURVIVORSHIP

KNOW ALL MEN BY THESE PRESENTS:

That is consideration of Five Hundred Twenty Five Thousand and 00/100 Dollars (\$525,000.00) in hand paid to the undersigned, Proctor & Sons Builders, Inc. (hereinafter referred to as "Grantor") by Greg Majors and Julie Majors (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 821, according to the Survey of Greystone Legacy, 8th Sector, Phase I, as recorded in Map Book 31, page 14 A, B, and C, in the Office of the Judge of Probate of Shelby County, Alabama, and as recorded in Map Book 209, page 9, in the Office of the Judge of Probate of Jefferson County, Alabama.

SUBJECT TO:
SEE EXHIBIT 'A' FOR SUBJECT TO'S.

\$420,000.00 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, Proctor & Sons Builders, Inc., by, Donald R. Proctor, its President, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 18th day of May, 2004.

Proctor & Sons Builders, Inc.,

By: Donald R. Proctor
Donald R. Proctor
ITS PRESIDENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald R. Proctor, whose name as President of Proctor & Sons Builders, Inc., 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 18th day of May, 2004.

Notary Public
Print Name: Kimberly D. Hawkins
Commission Expires: 11/1/17

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.

50 foot minimum building setback line on the front and rear of lot and a 15 foot setback line on the sides of lot as shown by recorded map. (Shelby County)

Reciprocal Easement Agreement between Daniel Oak Mountain, Greystone Resident Association, Greystone Development, Co., LLC and Greystone Legacy Homeowners Association as setforth in Instrument #20040102000001560. (Shelby County)

Subject to covenants, conditions and restrictions (deleting therefrom, and 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 Instrument #1999-50995, 1st Amendment in Instrument #2000-4911, 2nd Amendment in Instrument #2000-34390, 3rd Amendment in Instrument #2000-40197, 4th Amendment in Instrument #2001-16407, 5th Amendment in Instrument #2001-48193, 6th Amendment in Instrument #20020823000401390, 7th Amendment in Instrument #20021003000479580, 8th Amendment in Instrument #2003022000107790, 9th Amendment in Instrument #20030424000253400, 10th Amendment in Instrument #2003050700283000, 11th Amendment in Instrument #20031023000711510, 12th Amendment in Instrument #2003110500073550 and 13th Amendment in Instrument #2004012900047160 , in the Probate Office of Shelby County, Alabama.

Restrictions and limitations as setforth in Map Book 31, page 14, in the Probate Office of Shelby County, Alabama.

Declaration of Watershed Protective Covenants for Greystone Development as setforth in Instrument #2000-17644 with Assignment and Assumption Agreement as setforth in Instrument #2000-20625 and amended in Instrument #2002-47637, in the Probate Office of Shelby County; Covenants recorded in Instrument #200006/5078 and amended in Instrument #200213/3404 and Assumption Agreement as setforth in Instrument #200007/3733, in the Probate Office of Jefferson County.

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, in Real 261, page 493, and in Instrument #1995-20812, in the Probate Office of Shelby County, Alabama, and in Volume 4253, page 335, in the Probate Office of Jefferson County, Alabama.

Covenants 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 instruments recorded in Map Book 31, page 14 A, B, and C in Probate Office of Shelby County, Alabama; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Covenants and Agreements for Water Service as setforth in Real 235, page 574 and amended in Instrument #1992-20786 and 2nd Amendment as setforth in Instrument #1993-20840, in the Probate Office of Shelby County, Alabama.

Release of damages as setforth in Instrument #2003031000014270 in the Probate Office of Shelby County, Alabama.

Right of first refusal as setforth in Instrument #1998-32193, in the Probate Office of Shelby County, Alabama..

Reciprocal Easement Agreement as setforth in Instrument #2001-38396, in the Probate Office of Shelby County, Alabama.

Right of way to Alabama Power Company as setforth in Volume 5292, page 194, in the Probate Office of Jefferson County, Alabama.