

This instrument prepared by:  
Jeff G. Underwood, Attorney  
Sirote & Permutt P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

Send Tax Notice to:  
William E. Ronilo  
Elizabeth T. Ronilo  
6063 Mill Creek Drive  
Birmingham, Alabama 35242

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

SHELBY COUNTY

That in consideration of One hundred ninety-six thousand and 00/100 Dollars (\$196,000.00) to the undersigned Grantor, JPMorgan Chase Bank, as Trustee, a corporation, by Residential Funding Corporation, as Attorney in Fact, (herein referred to as Grantor) in hand paid by the Grantees herein, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto William E. Ronilo, and Elizabeth T. Ronilo, (herein referred to as Grantees) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 66, according to the survey of the final record plat of Greystone Farms, Mill Creek Sector, Phase I, as recorded in map book 22, page 25 in the Probate Office of Shelby County, Alabama.

Subject to:

1. Any item disclosed on that certain policy of title insurance obtained in connection with this transaction.
2. Ad valorem Taxes for the current tax year, which Grantees herein assume and agree to pay.
3. Building setback lines as shown by restrictive covenants in Instrument #1995-16401 and 1st Amendment recorded in Instrument #1995-1432 and 2nd Amendment recorded in Instrument # 1996-21440 and 3rd Amendment recorded in Instrument # 1997-2587 and 4th Amendment recorded in Instrument # 1998-10062 and in Map Book 22, Page 25.
4. Restrictions, covenants and conditions as to Greystone Farms as set out in Instrument # 1995-16401 and 1st Amendment recorded in Instrument #1995-1432 and 2nd Amendment recorded in Instrument # 1996-21440 and 3rd Amendment recorded in Instrument # 1997-2587 and 4th Amendment recorded in Instrument # 1998-10062.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, including rights set out in Deed Book 121, Page 294 and Deed Book 60, Page 260 in Probate Office.
6. Restrictions, limitations, and conditions as set out in Map Book 22, Page 25.

7. Easement(s) to Bellsouth Communications as shown by Instrument recorded as Instrument # 1995-7422.
8. Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265, Page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. dated 7/14/94.
9. Shelby Cable agreement recorded in Real 350, Page 545.
10. Covenants and agreement for water service as set out in an Agreement recorded in Book 235, Page 574 as modified by Agreement recorded as Instrument # 1992-20786, as further modified by Agreement recorded as Instrument #1993-208440.
11. Right of Way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Instrument No. 1994-21963.
12. Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc., and United States Fidelity and Guaranty Company as Instrument No. 1994-22318 and 1st Amended recorded in Instrument # 1996-0530.
13. Greystone Farms Reciprocal Easement Agreement as set out as Instrument # 1995-16400.
14. Greystone Farms Community Center Property Declaration of Covenants, Conditions, and Restrictions recorded as Instrument #1995-16403 in the Probate Office of Shelby County, Alabama.
15. All outstanding rights of redemption in favor of all persons entitled to redeem the property from that certain mortgage foreclosure sale evidenced by mortgage foreclosure deed recorded in Instrument No. , in the Probate Office of Shelby County, Alabama.

**\$39,200.00**

**\$ 156,800.00 & /** of the above consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

This property is sold as is and grantor only warrants title from the time grantor obtained title until the date grantor conveys its interest in the aforesaid property to the grantee.

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 thereby 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.



IN WITNESS WHEREOF, the said Grantor, has hereto set its signature and seal, this the 25<sup>th</sup> day of June, 2004.

JPMorgan Chase Bank, as Trustee  
By, Residential Funding Corporation

by,  
Its

As Attorney in Fact

STATE OF California

COUNTY OF San Diego

20040714000388650 Pg 3/3 18.00  
Shelby Cnty Judge of Probate, AL  
07/14/2004 10:26:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Louis A. Amaya**, whose name as \_\_\_\_\_ Vice-president of Residential Funding Corporation, as Attorney in Fact for JPMorgan Chase Bank, as Trustee, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation, action in its capacity as Attorney in Fact as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of June, 2004.

NOTARY PUBLIC

My Commission expires:

AFFIX SEAL

2004-000435

