


This instrument was prepared by:
Perryn G. Carroll, Attorney at Law
P.O. Box 530543
Birmingham, Alabama 35253

WHEN RECORDED RETURN TO:
Perryn G. Carroll, Attorney at Law
P.O. Box 530543
Birmingham, Alabama 35253


20041006000554240 Pg 1/3 192.00
Shelby Cnty Judge of Probate, AL
10/06/2004 15:19:00 FILED/CERTIFIED

Form 1-1-27 Rev 1-66

WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

**STATE OF ALABAMA
SHELBY COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **SIX HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS AND NO 00/100 (\$674,700.00)**, paid by **Mortgage** in the amount of **\$500,000.00** filed at the same time as this deed, to the undersigned grantor, **CHARLIE F. CHANCELLOR d/b/a C & W CONSTRUCTION COMPANY**, (herein referred to as GRANTORS), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged the said GRANTORS does by these presents, grant bargain, sell and convey the following property **WHICH IS NOT THE HOMESTEAD OF THE GRANTOR** unto **WILLIAM W. CONWELL, JR., a single man and ELIZABETH ANN CARROLL, a single woman**, (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate in **SHELBY** County.

Lot 5, according to the Survey of Greystone, 9th Sector, as recorded in Map Book 21, Page 143 in the Probate Office of Shelby County, Alabama.

Situated in SHELBY County, Alabama.

Subject To:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or rights to a lien, for services, labor or material imposed by law and not shown by the public record.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.


6. The lien of Ad Valorem taxes for the year 2004 are a lien but neither due nor payable until 1 October, 2004.
7. Municipal improvements, assessments and fire district dues against subject property, if any.
8. Building and setback lines of 50 feet as recorded in Map Book 21, Page 143, in the Probate Office of Shelby County, Alabama.
9. Building and setback lines of 75 feet as recorded in Map Book 21, Page 143, in the Probate Office of Shelby County, Alabama.
10. Building and setback lines of 15 feet as recorded in Map Book 21, Page 143, in the Probate Office of Shelby County, Alabama.
11. 10 foot easement along rear lot line as shown on recorded plat.
12. Restrictions as set out per Map Book 21, Page 143.
13. Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, Page 260.
14. 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 recorded in Deed Book 51, Page 544; Deed Book 121, Page 294 and Deed Book 4, Page 527, in the Probate Office of Shelby County, Alabama.
15. Restrictions, limitations and conditions as recorded in Map Book 21, page 143.
16. Transmissions line permits granted to Alabama Power Company as recorded in Deed Book 139, Page 124 and Deed Book 138, Page 595.
17. Easement for ingress and egress as recorded in Real Book 265, Page 316.
18. Utility easement agreement as recorded in Instrument No. 1993-25946.
19. Access easement agreement as set out in Instrument No. 1993-25945.
20. Restrictions, covenants and conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265, Page 96.
21. Covenant and Agreement for Water Service as set out between Dantract and Shelby County as recorded in Real 235, Page 574 and amended by agreement as set out in Instrument No. 1993-20840 and Instrument No. 1992-20786.
22. Greystone Residential Declaration of Covenants, Condition and Restrictions as set out in Real 317, Page 260, amended by Affidavit recorded in Real 319, Page 235, and further amended by 1st Amendment to Greystone Residential Declaration of Covenant, Conditions and Restrictions recorded in Real 346, Page 942, 2nd Amendment as recorded in Real 378, Page 904, 3rd Amendment as recorded in Real 397, Page 958, 4th Amendment as recorded in Instrument No. 1992-17890, 5th Amendment as recorded in Instrument No. 1993-3123 and further amended by 6th Amendment recorded as Instrument No. 1993-10163, 7th Amendment as recorded in instrument No. 1993-16982, 8th Amendment as recorded as Instrument No. 1993-20968, 9th Amendment recorded as Instrument No. 1993-32840, 10th Amendment recorded as Instrument No. 1994-23329, 11th Amendment recorded as Instrument No. 1995-8111, 12th Amendment recorded as Instrument No. 1995-24267, 13th Amendment recorded as Instrument No. 1995-34231 and 14th Amendment recorded as Instrument No. 1996-19860, 15th Amendment recorded as Instrument No. 1996-37514, 16th Amendment recorded as Instrument No. 1996-39737 and 17th Amendment recorded as Instrument No. 1997-2534, 18th Amendment recorded as Instrument no. 1997-17533, 19th Amendment recorded as Instrument No. 1997-30081 and 20th Amendment recorded as Instrument No. 1997-38614 and as shown by Map Book 21, Page 143 in the Probate Office.
23. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., as recorded in Real 350, Page 545.

24. Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, Page 274 and 1st amended by Real 317, Page 253 and 2nd amended as Instrument No. 1993-3124.
25. Less and except any portion lying within lake.
26. Riparian and other rights created by the fact that subject property lies adjacent to a lake.
27. Release of damages as recorded in Instrument No. 1996-42034, as recorded in the Probate Office of Shelby County, Alabama.

And said Grantors do for themselves, their heirs, successors and assigns covenant with the said Grantees, their heirs, successors and assigns, that they are lawfully seized in fee simple of said premises, it is free from all encumbrances, unless otherwise noted above, that they have a good right to sell and convey same as aforesaid: that they will and their successors and assigns shall warrant and defend the same to the said Grantees, their heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their signatures and seals, this ____ day of September, 2004.

Witness


Charlie F. Chancellor d/b/a C & W
Construction Company

STATE OF ALABAMA
SHELBY COUNTY

20041006000554240 Pg 3/3 192.00
Shelby Cnty Judge of Probate, AL
10/06/2004 15:19:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charlie F. Chancellor d/b/a C & W Construction Company, whose name is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily as her act on the day the same bears date.

Given under my hand, and official seal this 30th day of September, 2004.



Notary Public

My Commission Expires: 01-28-2007