

11/30/04
SC

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

CHARLES N. RODGERS
6041 TERRACE HILLS DRIVE
BIRMINGHAM, ALABAMA 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of TWO HUNDRED FOUR THOUSAND DOLLARS and 00/100 (\$204,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, BENJAMIN A. JETER and wife, DEBORAH D. JETER***, (herein referred to as GRANTORS) do grant, bargain, sell and convey unto CHARLES N. RODGERS, and wife, SUSAN O. RODGERS, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 44, according to the Final Record Plat of Greystone Farms, Terrace Hills, as recorded in Map Book 24, Page 54, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2004 WHICH CONSTITUTES A LIEN BUT IS NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2005.
2. BUILDING SETBACK LINES AS SET OUT UNDER INST. NO.1995-16401 AND 1ST AMENDMENT RECORDED UNDER INST. NO. 1996-1432 AND 2ND AMENDMENT RECORDED UNDER INST. NO. 1996-21440, 3RD AMENDMENT RECORDED UNDER INST. NO. 1997-2587, 4TH AMENDMENT RECORDED UNDER INST. NO. 1998-10062, 5TH AMENDMENT RECORDED UNDER INST. NO. 1998-30335 AND AS SET OUT ON MAP BOOK 24, PAGE 54.
3. RESTRICTIONS, COVENANTS AND CONDITIONS AS TO GREYSTONE FARMS AS SET OUT UNDER INST. NO. 1995-16401 AND 1ST AMENDMENT RECORDED UNDER INST. NO. 1996-1432 AND 2ND AMENDMENT RECORDED UNDER INST. NO. 1996-21440, 3RD AMENDMENT RECORDED UNDER INST. NO. 1997-2587, 4TH AMENDMENT RECORDED UNDER INST. NO. 1998-10062, 5TH AMENDMENT RECORDED UNDER INST. NO. 1998-30335, AND 6TH AMENDMENT RECORDED UNDER INST. NO. 2000-9754.
4. 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.

5. RESTRICTIONS, LIMITATIONS AND CONDITIONS APPEARING OF RECORD IN MAP BOOK 24, PAGE 54. THIS EXCEPTION OMITTS ANY COVENANT, CONDITION OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN AS PROVIDED IN 42 U.S.C. SECTION 3604, UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT (A) IS NOT IN VIOLATION OF STATE AND FEDERAL LAW, (B) IS EXEMPT UNDER 42 U.S.C. SECTION 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.
6. EASEMENT(S) TO BELL SOUTH COMMUNICATIONS AS RECORDED UNDER INST. NO. 1995-7422.
7. AMENDED AND RESTATED RESTRICTIVE COVENANTS, INCLUDING BUILDING SETBACK LINES AND SPECIFIC PROVISIONS FOR DENSE BUFFER ALONG HUGH DANIEL DRIVE, ALL AS SET OUT IN INST. RECORDED IN REAL 265, PAGE 96, WHICH SAID BUILDING SETBACK LINES AND DENSE BUFFER ARE SHOWN ON SURVEY OF PARAGON ENGINEERING, INC. DATED JULY 14, 1994.
8. SHELBY CABLE AGREEMENT RECORDED IN REAL 350, PAGE 545.
9. COVENANTS AND AGREEMENT FOR WATER SERVICE AS SET OUT IN AN AGREEMENT RECORDED IN REAL 235, PAGE 574, AS MODIFIED BY AGREEMENT RECORDED UNDER INST. NO. 1992-20786, AND AS FURTHER MODIFIED BY AGREEMENT RECORDED UNDER INST. NO. 1993-20840.
10. DEVELOPMENT AGREEMENT BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, GREYSTONE RESIDENTIAL ASSOCIATION, INC., GREYSTONE RIDGE, INC. AND UNITED STATE FIDELITY AND GUARANTY COMPANY, RECORDED UNDER INST. NO. 1994-22318 AND 1ST AMENDMENT RECORDED UNDER INST. NO. 1996-0530 AND 2ND AMENDMENT RECORDED UNDER INST. NO. 1998-16170.
11. GREYSTONE FARMS RECIPROCAL EASEMENT AGREEMENT RECORDED UNDER INST. NO. 1995-16400.
12. GREYSTONE FARMS COMMUNITY CENTER PROPERTY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED UNDER INST. NO. 1995-16403.
13. RELEASE OF DAMAGES, RESTRICTIONS, MODIFICATIONS, COVENANTS, RIGHTS, PRIVILEGES, IMMUNITIES AND LIMITATIONS AS APPLICABLE AS SET OUT IN, AND AS REFERENCED IN DEED(S) RECORDED UNDER INST. NO. 2000-14328.
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 RECORDED UNDER INST. NO. 2000-14326.
15. NOTES AND RESTRICTIONS AS SET OUT IN MAP BOOK 24, PG 54.

DEBORAH D. JETER NAMED HEREIN IS ONE AND THE SAME AS DEBORAH D. HORTON, GRANTEE IN DEED RECORDED UNDER INSTRUMENT NUMBER 20000502000143261.

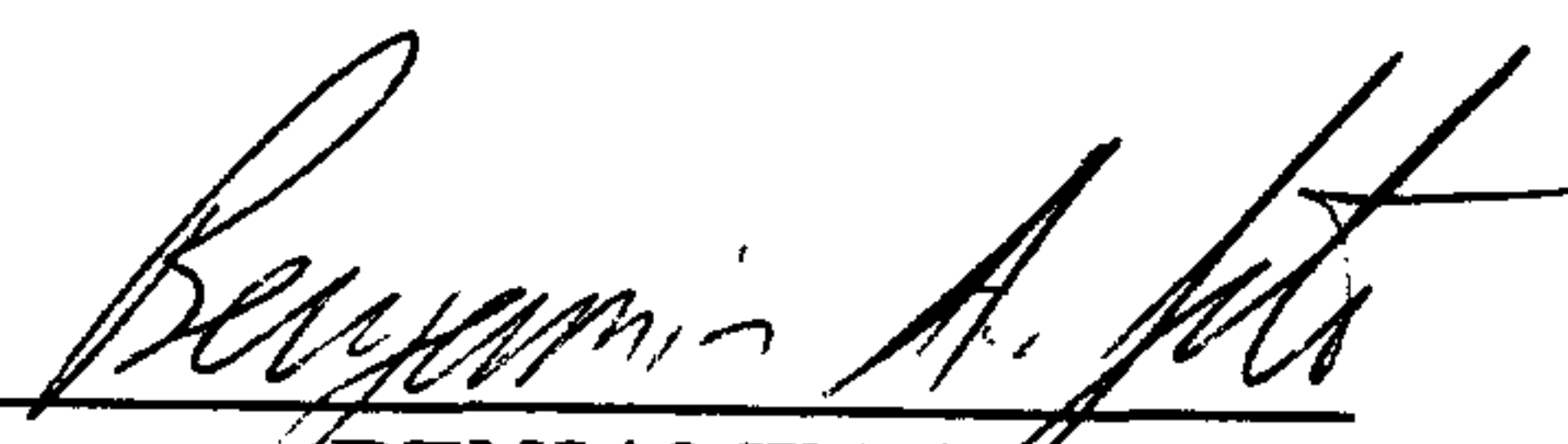
\$152,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

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, his, her, or 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, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, BENJAMIN A. JETER and DEBORAH D. JETER, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 12th day of November, 2004.


BENJAMIN A. JETER

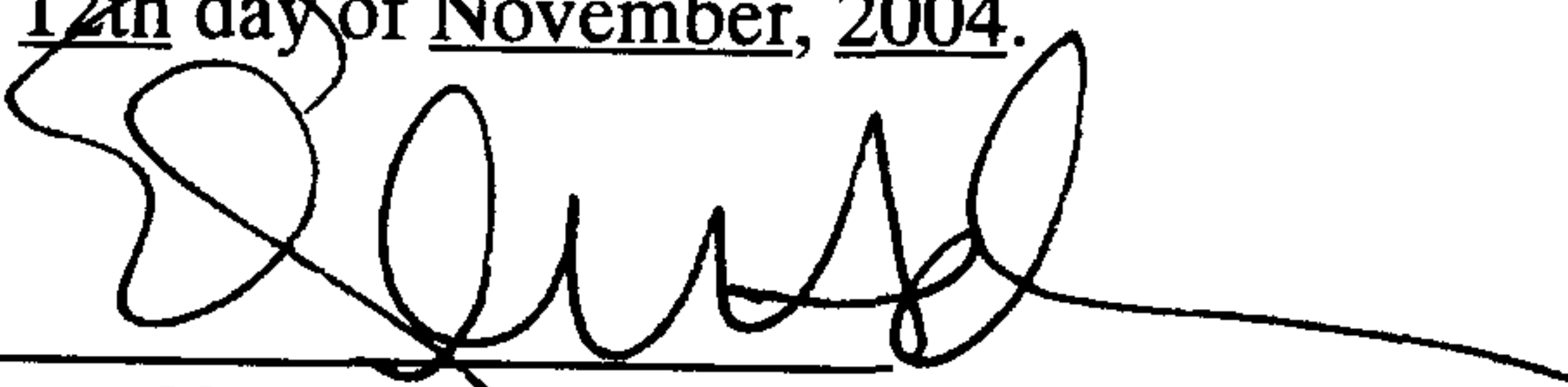

DEBORAH D. JETER

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that BENJAMIN A. JETER and DEBORAH D. JETER, HUSBAND AND WIFE, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 12th day of November, 2004.


Notary Public

My commission expires: 10-2-05