



20050601000262760 1/2 \$222.00
Shelby Cnty Judge of Probate, AL
06/01/2005 09:22:30AM FILED/CERT

This instrument was prepared by

(Name) Larry L. Halcomb

(Address) 3512 Old Montgomery Highway
Birmingham, AL 35209

Send Tax Notice To: John C. Hall, Jr.

name

6036 Terrace Hills Drive

address

Birmingham, AL 35242

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

Jefferson COUNTY

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWO HUNDRED EIGHT THOUSAND AND NO/100----- DOLLARS (\$208,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, we, Michael S. Neuendorf and Wife, Amanda S. Neuendorf

(herein referred to as grantors) do grant, bargain, sell and convey unto John C. Hall, Jr. and wife, Annabelle Hall

(herein referred to as GRANTEEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Lot 8, according to the Final Record Plat of Greystone Farms Terrace Hills Sector, as recorded in Map Book 24, Page 54, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

Subject to taxes for 2005.

Subject to items on attached Exhibit "A".

Shelby County, AL 06/01/2005
State of Alabama

Deed Tax: \$208.00

TO HAVE AND TO HOLD Unto the said GRANTEEES 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 GRANTEEES, 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 GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 23rd day of May, 2005.

(Seal)

Michael S. Neuendorf
(Seal)

(Seal)

Amanda S. Neuendorf
(Seal)

(Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that Michael S. Neuendorf and Wife, Amanda S. Neuendorf whose name(s) 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of May, A.D., 2005

My Commission Expires January 23, 2006

Larry L. Halcomb

Notary Public



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EXHIBIT "A"

Declarations, covenants and restrictions as to Greystone Farms, as set out in Inst. No. 1995-16401, 1st Amendment recorded in Inst. No. 1996-1432, 2nd Amendment recorded as Inst. No. 1996-21440, 3rd Amendment recorded in Inst. No. 1997-2587, 4th Amendment recorded in Inst. No. 1998-10062 and 5th Amendment recorded in Inst. No. 1998-30335.

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.

Restrictions, limitations and conditions recorded in Map Book 24, Page 54.

Easement to Bell South Communications as shown by instrument recorded in Inst. No. 1995-7422.

Amended and restated restrictive covenants, including setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in Real 265, Page 96.

Shelby Cable Agreement recorded in Real 350, Page 545.

Covenants and agreement for water service recorded in Real 235, Page 574, as modified by Inst. No. 1992-20786 and further modified by Inst. No. 1993-20840.

Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994 as Inst. No. 1994-21963.

Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company, recorded in Inst. No. 1994-22318, 1st Amendment recorded in Inst. No. 1996-0530 and 2nd Amendment recorded in Inst. No. 1998-16170.

Greystone Farms Reciprocal Easement Agreement recorded in Inst. No. 1995-16400.

Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions as recorded in Inst. No. 1995-16403.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations at recorded in Inst. No. 2000-02538.

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 instrument recorded in Inst. No. 2000-02538.