

20050720000361830 1/4 \$200.00
Shelby Cnty Judge of Probate, AL
07/20/2005 08:00:28AM FILED/CERT

This instrument was prepared by:
Bruce L. Gordon
Gordon & Associates, L.L.C.
600 University Park Place, Suite 350
Birmingham, Alabama 35203

Send Tax Notice to:
Mr. & Mrs. Hall W. Thompson
4948 Sussex Road
Birmingham, Alabama 35242

**STATUTORY WARRANTY DEED
WITH RIGHT OF SURVIVORSHIP**

Shelby County, AL 07/20/2005
State of Alabama

Deed Tax: \$180.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL PERSONS BY THESE PRESENTS:

That in consideration of One Hundred Eighty Thousand and no/100 Dollars (\$180,000.00) to the undersigned Grantor, **CREST RIDGE ASSOCIATES, L.L.C.**, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by **HALL W. THOMPSON and spouse, PATRICIA S. THOMPSON** (hereinafter referred to as GRANTEES) the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE, as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama (the "Property"), to-wit:

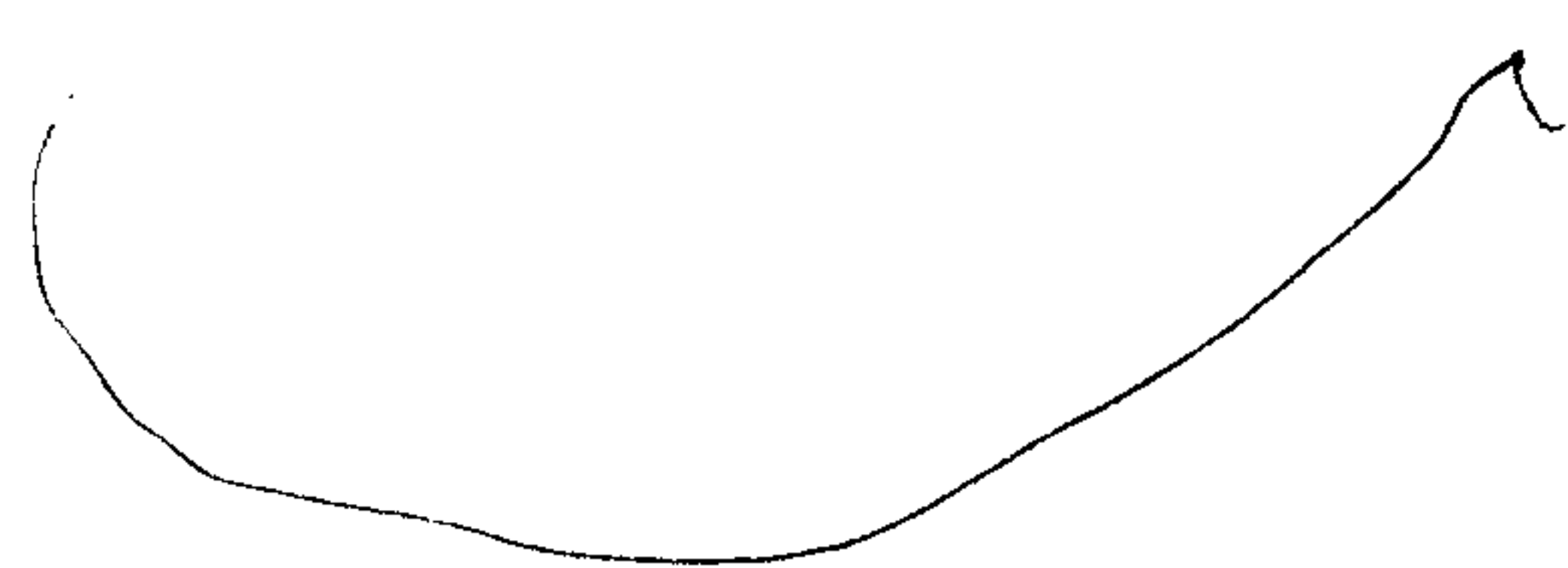
Lot 13 according to the Survey of **The Crest at Greystone, Second Addition**, as recorded in Map Book 19, page 53 in the Probate Office of Shelby County, Alabama.

Subject to exceptions listed on the attached Exhibit A.

By the acceptance of this Statutory Warranty Deed, GRANTEES acknowledge (i) that they have physically and personally inspected the Property prior to closing; (ii) that GRANTOR has not made any representation or warranties, either express or implied, as to the physical condition of the Property, the suitability of the Property for any intended use and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Property; that GRANTEES have assumed full responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property; (iii) that GRANTEE waive and release GRANTOR, its agents, employees, officers, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injury to buildings, improvements, personal property or to us or any occupants or other persons who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by GRANTOR; and (iv) that neither the GRANTOR nor the agent for the GRANTOR has made any representation or warranty of any kind as to the condition of the Property.

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 simply 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 subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEES against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.



IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member as required by the Articles of Organization and Operational Agreement of the GRANTOR, which documents have not been modified or amended, and who is authorized to execute this conveyance, has hereto set its signature and seal, this the 30th day of June, 2005.

CREST RIDGE ASSOCIATES, L.L.C.

By Charles W. Daniel
Charles W. Daniel, Managing Member

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as Managing Member of Crest Ridge Associates, L.L.C., an Alabama limited liability company 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, as such Managing Member and with full authority, executed the same voluntarily for and on behalf of the limited liability company.

Given under my hand and official seal, this the 30th day of June, 2005.

Notary Public
My Commission Expires: 8/27/05

EXHIBIT "A"

A. The following title exceptions exist as to the Property:

1. Ad valorem taxes, library district dues and fire district assessments for the year 2005 and subsequent years.
2. Building line and easements are set forth in the Declaration of Protective Covenants.
3. Mineral and mining rights and rights incident thereto recorded in Volume 60, page 260 and Volume 121, page 294, in the Probate Office of Shelby County, Alabama.
4. Underground transmission grants to Alabama Power Company recorded in Volume 305, page 637 in the Probate Office of Shelby County, Alabama.
5. Restrictions or Covenants recorded in Real 265, page 96, in the Probate Office of Shelby County, Alabama.
6. Agreement between Daniel Oak Mountain, Ltd. and Shelby Cable recorded in Real 350, page 545 in the Probate Office of Shelby County, Alabama.
7. The Crest at Greystone Declaration of Covenants, Conditions and Restrictions, as recorded in Instrument #1992-22103, 1st Amendment recorded in Instrument 1994-03752 and 2nd Amendment recorded in Instrument 1995-00941 and amended by Instrument 1995/32703 and amended in Instrument 20030910000688050 and amended in Instrument 20040123000039500, in the Probate Office of Shelby County, Alabama.
8. Agreement recorded in Instrument 1994/21556, in the Probate Office of Shelby County, Alabama.
9. Easement for Water Works and Sewer Board recorded in Instrument 1994/26397, in the Probate Office of Shelby County, Alabama.
10. Easement for Alabama Power Company recorded in Instrument 1994/34842, in the Probate Office of Shelby County, Alabama.
11. Map Book 19, Page 53 shows the following reservation:
Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planner Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity".
12. Restrictions recorded in Instrument 1995-34336 in the Probate Office of Shelby

County, AL.

13. Greystone Residential Declaration of Covenants, Conditions and Restrictions, recorded in Real 317, page 260; amended by Real 319, page 235 and by First Amendment to Restrictions, recorded in Real 346, page 942; Second Amendment recorded in Real 378, page 904 ; Third Amendment recorded in Real 397, page 958; Fourth Amendment recorded in Instrument 1992-17890; Fifth Amendment recorded in Instrument 1993-3123; Sixth Amendment recorded in Instrument 1993-10163; Seventh Amendment recorded in Instrument 1993-16982; Eighth Amendment recorded in Instrument 1993-20968; Ninth Amendment recorded in Instrument 1993-32840; Tenth Amendment recorded in Instrument 1994-23329; Eleventh Amendment recorded in Instrument 1995-08111; Twelfth Amendment recorded in Instrument 1995-24267; Thirteenth Amendment recorded in Instrument 1995-34231; Fourteenth Amendment recorded in Instrument 1996-19860; Fifteenth Amendment recorded in Instrument 1996-37514; Sixteenth Amendment recorded in Instrument 1996-39737; Seventeenth Amendment recorded in Instrument 1997-02534; Eighteenth Amendment recorded in Instrument 1997-17533; Nineteenth Amendment recorded in Instrument 1997-30081; Twentieth Amendment recorded in Instrument 1997-38614; Twenty-first Amendment recorded in Instrument 1999-03331; Twenty-second Amendment recorded in Instrument 1999-06309; Twenty-third Amendment recorded in Instrument 1999-47817; Twenty-fourth Amendment recorded in Instrument 20020717000334280; Twenty-fifth Amendment recorded in Instrument 200309090006044430; Twenty-sixth Amendment recorded in Instrument 20031023000711520; Twenty-seventh Amendment recorded in Instrument 20031105000735510 and Twenty-eighth Amendment recorded in Instrument 20040521000271290, in the Probate Office of Shelby County, Alabama.
14. Restrictions, Easements, Mineral and Mining Rights and Rights incident thereto and Release of Damages recorded in Instrument 1993-5963 and Instrument 1994-20662, in the Probate Office of Shelby County, Alabama.
15. Restrictions as shown by recorded map.