
(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

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

STATE OF ALABAMA)

COUNTY OF SHELBY)

SEND TAX NOTICE TO:

DARIN CISSELL
112 LANGSTON PLACE
BIRMINGHAM, AL 35242

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of ONE MILLION FORTY THOUSAND DOLLARS and 00/100 (\$1,040,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt of which is acknowledged, we, SANDRA T. ALLISTON and LEON ALLISTON, WIFE AND HUSBAND (herein referred to as GRANTORS) do grant, bargain, sell and convey unto DARIN CISSELL and MELISSA CISSELL, HUSBAND AND WIFE, (herein referred to as GRANTEEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 108, according to the Survey of Greystone Legacy, 1st Sector, as recorded in Map Book 26, Page 79 A, B and C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first by appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
7. Taxes for the year beginning October 1, 2004 which constitutes a lien, but are not due and payable until October 1, 2005.
8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
9. General and special taxes or assessments for the year 2005 and subsequent years not yet due and payable.

10. Easements as shown by recorded plat, including irregular easement on the Southwesterly side, irregular easement on the Northwesterly side containing sanitary sewer, 15 feet containing sanitary sewer and 10 feet on the Southeasterly side of lot.
11. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set out in instrument recorded as Inst. #1999-50995 and 1st Amendment recorded in Inst. No. 2000-04911, 2nd Amendment recorded in Inst. No. 2000-34390, 3rd Amendment recorded in Inst. No. 2000-40197, 4th Amendment recorded in Inst. No. 2001-16407, 5th Amendment recorded in Inst. No. 2001-48193, 6th Amendment recorded in Inst. No. 20020823000401390, 7th Amendment recorded in Inst. No. 20021003000479580, 8th Amendment recorded in Inst. No. 20030220000107790, 9th Amendment recorded in Inst. No. 20030424000253400, 10th Amendment recorded in Inst. No. 20030507000283000, 11th Amendment recorded in Inst. No. 20031023000711510, 12th Amendment recorded in Inst. No. 20031105000735500, 13th Amendment recorded in Inst. No. 20040129000047160, 14th Amendment recorded in Inst. No. 20040521000271310 and 15th Amendment recorded in Inst. No. 20040927000532560 in Probate Office.
12. Access Easement Agreement as set out in instrument recorded as Inst. #1999-12253 in Probate Office. (affects entrance road).
13. Easement Agreement as set out instrument recorded as Inst. #1999-12254 in Probate Office. (affects entrance road)
14. Restrictions, limitations, conditions and release of liability as set out in Map Book 26 page 79 A, B & C.
15. Access Easement Agreement and Right of First Refusal Agreement dated 2/19/99 and recorded as Inst. #1999-7167, by and between Greystone Development Company, LLC and Gilbert Family Partnership LTD, Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, Roy W. Gilbert, III and wife, Sharon R. Gilbert.
16. Easement(s) granted to Alabama Power Company for electrical power as set out in Real 133 page 551; Deed Book 246 page 848 and Real 142 page 188 in Probate Office.
17. 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 243 page 828 in Probate Office. We insure against loss or damage to improvements located on the property which may be occasioned by the enforcement or attempted enforcement of the right to use the surface of the land in order to remove minerals, without the consent of the surface owner(s).
18. Declaration of use restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. and Walter Dixon, recorded as Inst. #1999-12252 in the Probate Office of Shelby County, Alabama.
19. Transmission Line Permit(s) to Alabama Power Company for electrical power as shown by instrument(s) recorded in Deed Book 246 page 849 and Deed Book 138 page 588 in Probate Office.
20. Right(s)-of-Way(s) granted to South Central Bell for telephone services by instrument(s) recorded in Real 21 page 312 in Probate Office.
21. Easement(s) to Alabama Power Company for electrical power as shown by instrument recorded in Deed Book 351 page 1 in Probate Office.
22. Release(s) of damages as set out instrument(s) recorded in Inst. No. 2000-09858 in the Probate Office.

\$832,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

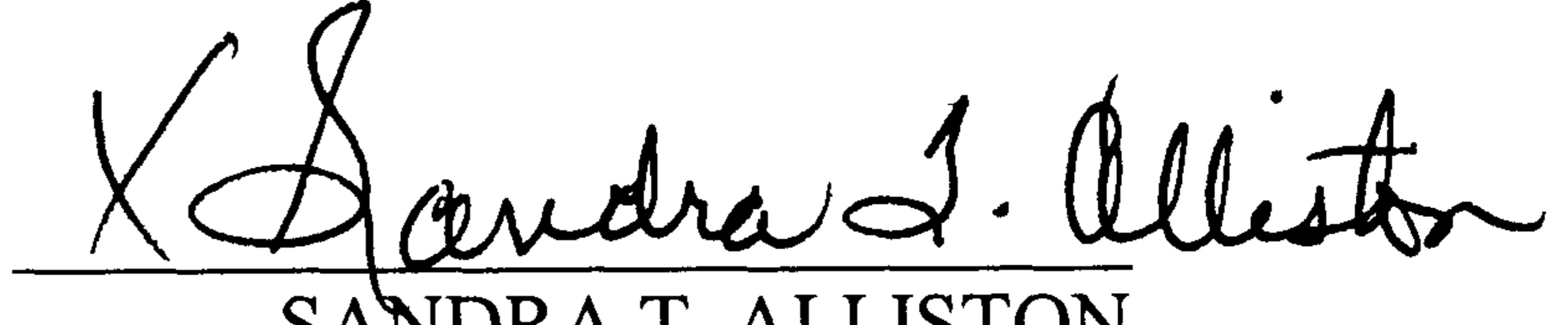
TO HAVE AND TO HOLD Unto the said GRANTEEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in 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.

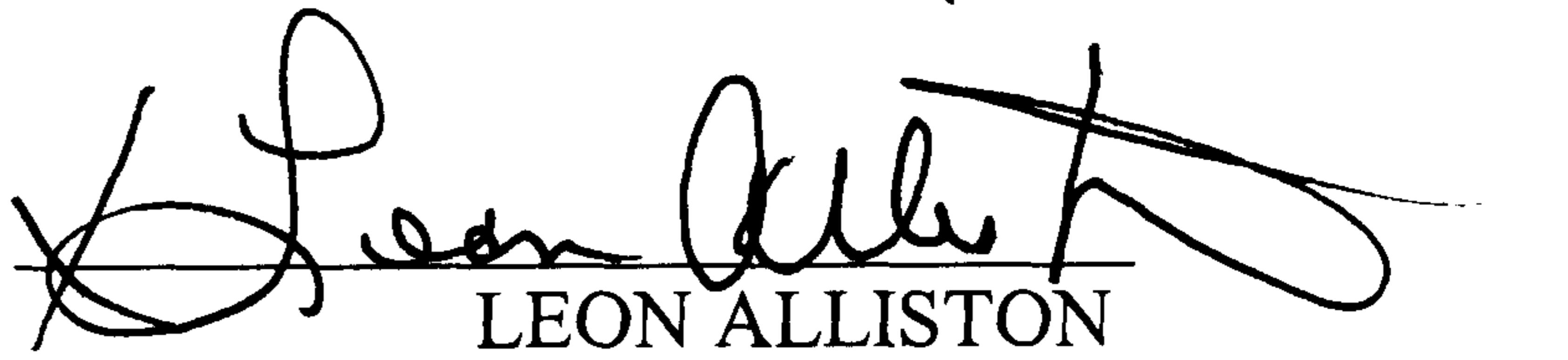


20050907000461390 3/3 \$225.00
Shelby Cnty Judge of Probate, AL
09/07/2005 01:33:56PM FILED/CERT

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEEES, 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 GRANTEEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, SANDRA T. ALLISTON and LEON ALLISTON, WIFE AND HUSBAND, have hereunto set his, her or their signature(s) and seal(s), this the 24th day of August, 2005.


SANDRA T. ALLISTON


LEON ALLISTON

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that SANDRA T. ALLISTON and LEON ALLISTON, WIFE AND HUSBAND, 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 24th day of August, 2005.

My commission expires: 10-2005

