20051228000667150 1/2 \$264.00 Shelby Cnty Judge of Probate, AL 12/28/2005 02:43:06PM FILED/CERT

## SEND TAX NUTICE TO:

Terry E. Young, DBA: TRY Investments, LLC

1065 Royel Mile Hoover, AL 35242

This instrument was prepared by
Sunny Henderson
Richard McClelland
300 Office Park Drive, Suite 230
Birmingham, AL 35223

WARRANTY DEED

STATE OF Alabama

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Fifty Thousand dollars & no cents \$250,000.00

To the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged,, Maxwell Bahos and wife, Nancy W. Bahos (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Terry E. Young, DBA: TRY Investments, LLC (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

LOT 12-A, ACCORDING TO THE SURVEY OF LINKSIDE AT GREYSTONE RESURVEY #1, AS RECORDED IN MAP BOOK 17, PAGE 56 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION DATED NOVEMBER 6, 1990 AND RECORDED IN REAL VOLUME 317, PAGE 260 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ALL AMENDMENTS THERETO.

## Subject to:

- 1. Building and setback lines pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, Page 260, as amended and in Map Book 17, Page 56.
- 2. Easement for public utilities as shown by recorded plat, including 10 foot fence maintenance easement on the Southerly side of lot as recorded in Map Book 17, Page 56.
- 3. Transmission line permit(s) to Alabama Power Company as recorded in Deed Book 186, Page 223; Deed Book 239, Page 214 and Deed Book 109, Page 505.
- 4. Restrictions, covenants, conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real Book 265, Page 96.
- 5. Rights of others to use of Hugh Daniel Drive, as described in instrument recorded in Deed Book 301, Page 799.
- 6. Covenant and agreement for Water Service as set out in instrument between Dantract and Shelby County, as recorded in Real Book 235, Page 574 and amended by agreement as set out as Instrument No. 1993-20840.
- 7. Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real Book 317, Page 260 and amended by affidavit recorded in Real Book 319, Page 235 and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real Book 346, Page 942, 2nd Amendment as recorded in Real Book 378, Page 904, 3rd Amendment as recorded in Real 397, Page 958, 4th Amendment as recorded in Instrument #1992-17890 and 5th Amendment as recorded in Instrument #1993-3129 and further amended by 6th Amendment recorded as Instrument #1993-10163 and 7th Amendment as recorded as Instrument #1993-16982 and 8th Amendment as recorded as Instrument #1993-20968 and 9th Amendment recorded as Instrument #1993-32840.
- 8. Agreement in favor of Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as recorded in Real Book 350, Page 545.
- 9. Underground easement to Alabama Power Company as recorded in Deed Book 305, Page 637.
- 10. Greystone Homeowners Association as recorded in Instrument No. 1995-14645.

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- Release of damages as recorded in Instrument # 1993-10165.
- 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 of property as a result of the exercise of such rights as recorded in Deed Book 4, Page 495; Deed Book 60, Page 260 and Deed Book 121, Page 294.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

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

IN WITNESS WHEREOF, Grantors have hereunto set his/her/their hand(s) and seal(s), this December 01, 2005.

Maxwell Bahos

Shelby County, AL 12/28/2005 State of Alabama

(Seal)

STATE OF Alabama

General Acknowledgment

Deed Tax: \$250.00

Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Maxwell Bahos and wife, Nancy W. Bahos 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/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal/this December 01, 200

语 NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: OCT 21, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS