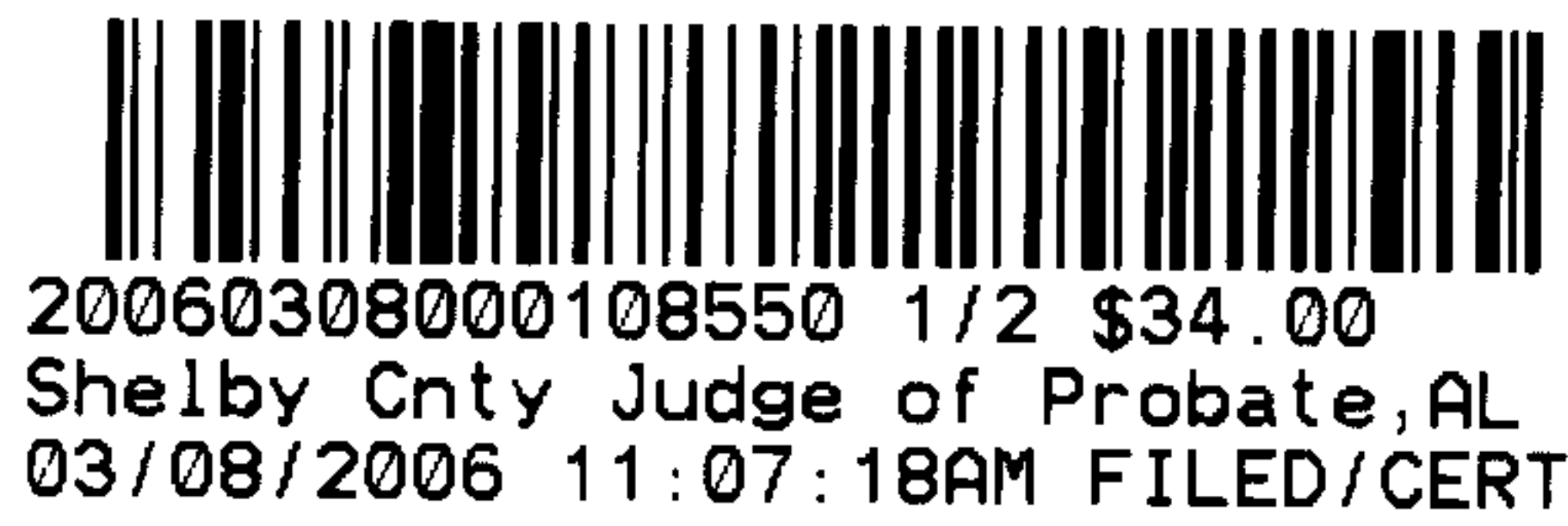


14004



Shelby County, AL 03/08/2006  
State of Alabama  
Deed Tax: \$20.00

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:  
PADEN & PADEN  
5 Riverchase Ridge, Suite 100  
Birmingham, Alabama 35244

SEND TAX NOTICE TO:  
PERCY P. CALLEGAN  
5052 ABERDEEN WAY  
HOOVER, AL 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 THREE HUNDRED NINETY FIVE THOUSAND DOLLARS and 00/100 (\$395,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, HOWARD GLENN BAXTER, JR. and MICKIE R. BAXTER, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto PERCY P. CALLEGAN AND DANIEL CALLEGAN, (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 25 ACCORDING TO THE SURVEY OF GREYSTONE 7<sup>TH</sup> SECTOR PHASE I AS RECORDED IN MAP BOOK 18 PAGE 120 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NONEXCLUSIVE 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 RESTRICTIONS DATED 11/6/90 AND RECORDED IN REAL 317 PAGE 260 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA TOGETHER WITH ALL AMENDMENTS THERETO.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2005 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2006.
2. BUILDING SETBACK LINE PURSUANT TO THE TERMS OF THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS RECORDED IN REAL 317, PAGE 260 AND AS AMENDED FROM TIME TO TIME AND AS SHOWN BY MAP BOOK 18 PAGE 120 A B AND C.
3. MINERAL AND MINING RIGHTS INCLUDING BUT NOT LIMITED TO THOSE SET OUT IN DEED BOOK 51, PAGE 544 AND DEED BOOK 60, PAGE 260.
4. RESTRICTIONS COVENANTS AND CONDITIONS AND BUILDING SETBACK LINES AS SET OUT IN AMENDED AND RESTATED RESTRICTIVE COVENANTS RECORDED IN REAL 265, PAGE 96.
5. COVENANTS AND AGREEMENTS FOR WATER SERVICE AS SET OUT IN AN AGREEMENT RECORDED IN REAL BOOK 235, PAGE 574 AND AMENDED BY AGREEMENT AS SET OUT IN INSTRUMENT NO. 1993-20840 AND INSTRUMENT NO. 1992-20786.
6. GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AS SET OUT IN INSTRUMENT RECORDED IN REAL 317, PAGE 260 AND AS FURTHER AMENDED AND RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

- 7. AGREEMENT FROM CHARLES W. DANIEL TO DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP AND SHELBY CABLE, INC. RECORDED IN REAL 350, PAGE 545 IN THE PROBATE OFFICE.
- 8. 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 INSTRUMENTS RECORDED IN MAP BOOK 18, PAGE 120 A B AND C IN PROBATE OFFICE.
- 9. EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN INSTRUMENT NO. 1997-15378 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
- 10. RECIPROCAL EASEMENT AGREEMENT PERTAINING TO ACCESS AND ROADWAY EASEMENT AS SET OUT IN REAL 312, PAGE 274 AND 1<sup>ST</sup> AMENDED BY REAL 317, PAGE 253 AND 2<sup>ND</sup> AMENDMENT AS INSTRUMENT NO. 1993-3124.

\$316,000.00 of the consideration herein was derived from a mortgage closed herewith.

\$59,250.00 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, HOWARD GLENN BAXTER, JR. and MICKIE R. BAXTER, HUSBAND AND WIFE, have hereunto set his, her or their signature(s) and seal(s), this the 3rd day of March, 2006.

*Howard Glenn Baxter, Jr.*  
 \_\_\_\_\_  
 HOWARD GLENN BAXTER, JR.

*Mickie R. Baxter*  
 \_\_\_\_\_  
 MICKIE R. BAXTER

STATE OF ALABAMA)  
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that HOWARD GLENN BAXTER, JR. and MICKIE R. BAXTER, 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 3rd day of March, 2006.

*[Signature]*  
 \_\_\_\_\_  
 Notary Public

My commission expires: 9.29.06

