

This instrument was prepared by:
Perryn G. Carroll, Attorney at Law
P.O. Box 530543
Birmingham, Alabama 35253

WHEN RECORDED RETURN TO:
Perryn G. Carroll, Attorney at Law
P.O. Box 530543
Birmingham, Alabama 35253

SEND TAX NOTICE TO:
David N. Plante & Christa Plante
7059 Bradstock Court
Birmingham, Alabama 35242

Form 1-1-27 Rev 1-66

WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

**STATE OF ALABAMA
SHELBY COUNTY**


20060406000159330 1/3 \$132.00
Shelby Cnty Judge of Probate, AL
04/06/2006 01:15:14PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Forty Thousand Dollars and No 00/100 (\$440,000.00), paid by **Mortgage in the amount of Three Hundred Twenty Five Thousand Dollars and no 00/100 (\$325,000.00)** filed at the same time as this deed, to the undersigned grantor, Michael R. Washburn and Marian M. Washburn, a married couple, (herein referred to as GRANTORS), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged the said GRANTORS does by these presents, grant bargain, sell and convey unto David N. Plante and Christa Plante, a married couple, (herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate in Shelby County.

Lot 37, according to the Map and survey of Greystone 7th Sector, Phase II, as recorded in Map Book 19, Page 121, 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 us more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions, dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.

Subject To:

1. Municipal improvements, assessments and fire district dues against subject property, if any.
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 & C.
3. Easements as shown by recorded plat.
4. 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 or property as a result of the exercise of such rights as recorded in Deed Book 60,

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- Page 260 and Deed Book 51, Page 544, in the Probate Office of Shelby County, Alabama,
5. Restrictions, covenants and conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265, Page 96 in the Probate Office.
 6. Covenants and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235, Page 574 and amended by agreement as set out in instrument no. 1993-20840 and Instrument No. 1992-20786.
 7. Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317, Page 260, amended by Affidavit recorded in Real 319, Page 235 and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346, Page 942, 2nd Amendment as recorded in Real 378, Page 904, 3rd Amendment as recorded in Real 397, Page 958; 4th Amendment as recorded in Instrument 1992-17890, 5th Amendment as recorded in Instrument No. 1993-3123 and further amended by 6th Amendment recorded as Instrument No. 1993-10163, 7th Amendment as recorded as Instrument No. 1993-16982, 8th Amendment as recorded in Instrument No. 1993-20968, 9th Amendment recorded as Instrument No. 1993-32840, 10th Amendment recorded as Instrument No. 1994-23329, 11th Amendment recorded as Instrument No. 1995-8111, 12th Amendment recorded as Instrument No. 1995-24267, 13th Amendment recorded as Instrument No. 1995-34231; 14th Amendment recorded as Instrument No. 1996-19860; 15th Amendment recorded as Instrument No. 1996-37514, 16th Amendment recorded as Instrument No. 1996-39737; 17th Amendment recorded as Instrument No. 1997-2534, 18th Amendment recorded as Instrument No. 1997-17533; 19th Amendment recorded as Instrument No. 1997-30081 and 20th Amendment recorded as Instrument No. 1997-38614 and as shown by Map Book 18, Page 120 A, B & C in the Probate Office.
 8. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350, page 545 in the Probate Office.
 9. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formation, 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 & C in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.
 10. Easement to Alabama Power Company as recorded in Instrument No. 1997-15378, in the Probate Office of Shelby County, Alabama.
 11. Reciprocal easement agreement pertaining to access and roadway easements as set out in Real 312, Page 274 and 1st amended by Real 317, Page 253 and 2nd Amended as Instrument No. 1993-3124

And said Grantors do for themselves, their heirs, successors and assigns covenant with the said Grantees, their heirs, successors and assigns, that they are lawfully seized in fee simple of said premises, it is free from all encumbrances, unless otherwise noted above, that they have a good right to sell and convey same as aforesaid: that they will and their successors and assigns shall warrant and defend the same to the said Grantees, their heirs, successors and assigns forever, against the lawful claims of all persons.



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IN WITNESS WHEREOF, the said Grantors have hereunto set their signatures and seals,
this 14th day of MARCH, 2006.

Witness

Michael R. Washburn

Michael R. Washburn

Witness

Marian M. Washburn

Marian M. Washburn

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael R. Washburn and Marian M. Washburn, a married couple, whose name is signed to the foregoing conveyance, and who is know to me, acknowledge before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily as her act on the day the same bears date.

Given under my hand and official seal the 14th day of MARCH, 2006.

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 5, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Sandra D. Keen

Notary Public

Shelby County, AL 04/06/2006
State of Alabama

Deed Tax: \$115.00


20060406000159330 3/3 \$132.00
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