

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

Jon M. Turner, Jr.
TURNER & ASSOCIATES, LLC
Attorneys at Law
2101 Highland Avenue, Suite 200
Birmingham, Alabama 35205

SEND TAX NOTICE TO:

MICHAEL DAVIS 1469 LEGACY DRIVE BIRMINGHAM, ALABAMA 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

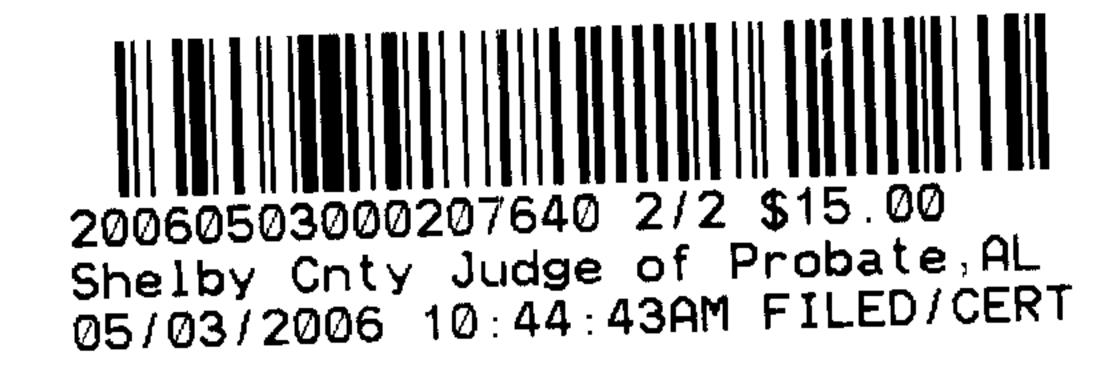
WARRANTY DEED JOINTLY WITH RIGHT OF SURVIVORSHIP

Know All Men by These Presents: That in consideration of EIGHT HUNDRED SIXTY FIVE THOUSAND NO/100 (\$865,000.00) DOLLARS to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, I (we), BRETT BRUCE AND APRIL L. BRUCE, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto MICHAEL DAVIS AND TAMILYA FLOYD-DAVIS, HUSBAND AND WIFE (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 624, ACCORDING TO THE MAP AND SURVEY OF GREYSTONE LEGACY, 6TH SECTOR, AS RECORDED IN MAP BOOK 29, PAGE 21, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

- 1. Subject to the taxes for the year beginning October 1, 2005, which constitutes a lien, but are not yet due and payable until October 1, 2006.
- 2. Restrictive Covenants, easement and right of way as setforth in Instrument No. 2001-48193, in the Probate Office of Shelby County, Alabama.
- 3. 50 foot minimum building setback line on the front and rear of lot as shown by recorded map.
- 4. 15 foot minimum building setback line on the sides of lot as shown by recorded map.
- 5. Restrictive Covenants regarding Greystone Homeowner's Association as setforth in Instrument No. 2001-38396, in the Probate Office of Shelby County, Alabama.
- 6. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as setforth in Instrument No. 1999-50995; 1st Amendment recorded in Instrument No. 2000-4911; 2nd Amendment recorded in Instrument No. 2000-34390; 3rd Amendment recorded in No. 2000-40197; 4th Amendment as recorded in Instrument No. 2001-48193, along with Articles of Incorporation of Greystone Legacy Homeowner's Association, as setforth in Instrument No. 1999-50982, in the Probate Office of Shelby County, Alabama.
- 7. Restrictions, limitations, conditions and release of liability as setforth in Map Book 27, page 109, in the Probate Office of Shelby County, Alabama.



- 8. Declaration of Watershed Protective Covenants for Greystone Development as setforth in Instrument No. 2000-17644, with Assignment of Assumption Agreement recorded in Instrument No. 2000-20625, in the Probate Office of Shelby County, Alabama.
- 9. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights as recorded in Real Book 261, Page 493, in the Probate Office of Shelby County, Alabama.
- 10. Covenants and Agreements for Water Service dated April 24, 1989 between Dantract, Inc. and Daniel Realty Corporation and Shelby County as setforth in Real 235, page 574, along with Amendment recorded in Instrument No. 1992-20786 and 2nd Amendment recorded in Instrument No. 1993-20840, in the Probate Office of Shelby County, Alabama.
- 11. Release of damages as recorded in Instrument No. 2002071000319290, as recorded in the Probate Office of Shelby County, Alabama.
- 12. Reciprocal easement agreement as recorded in Instrument No. 2001-38396.

\$865,000.00 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, BRETT BRUCE AND APRIL L. BRUCE, HUSBAND AND WIFE have hereunto set their signatures and seal, this the 28TH day of APRIL, 2006.

BRETT BRUCE

APRIL L. BRUCE

STATE OF ALABAMA

COUNTY OF JEFFERSON

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I, the undersigned, a Notary Public, in and for said County, hereby certify that BRETT BRUCE AND APRIL L. BRUCE, HUSBAND AND WIFE, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 28TH day of APRIL, 2006.

Notary Public

My Commission Expires: