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20060613000278800 1/2 \$289.00
Shelby Cnty Judge of Probate, AL
06/13/2006 08:55:29AM FILED/CERT

Shelby County, AL 06/13/2006
State of Alabama

Deed Tax: \$275.00

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:

SEND TAX NOTICE TO:

R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge
Birmingham, Alabama 35244

JOY W. PARKMAN
1067 LEGACY DRIVE
BIRMINGHAM, 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 **ONE MILLION ONE HUNDRED THOUSAND DOLLARS 00/100 (\$1,100,000.00)** to the undersigned grantor or grantors in hand paid by the **GRANTEES** herein, the receipt of which is acknowledged, I/we, **MICHAEL H. HENSON and ANN M. HENSON, HUSBAND AND WIFE** (herein referred to as **GRANTORS**) do grant, bargain, sell and convey unto **JOY W. PARKMAN AND JAMES W. PARKMAN, WIFE AND HUSBAND**, (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 121, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 1ST SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 79 A, B, AND C, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. **TAXES FOR THE YEAR 2005, A LIEN, BUT NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2006.**
2. **EASEMENTS AND RESTRICTIONS SHOWN ON RECORDED MAP OF GREYSTONE LEGACY, 1ST SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 79 A, B AND C, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**
3. **GREYSTONE LEGACY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS SET OUT IN INSTRUMENT #1999-50982, IN INSTRUMENT #1999-50995, IN INSTRUMENT #1999-12252, IN INSTRUMENT #2000-12771, AND IN INSTRUMENT #2000-5078.**
4. **RIGHT OF WAY GRANTED TO BIRMINGHAM WATER WORKS BOARD RECORDED IN INSTRUMENT 9908-6040.**
5. **TITLE TO ALL OIL, GAS AND MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELTAING 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 VOLUME 243, PAGE 828.**
6. **EASEMENT GRANTED TO ALABAMA POWER COMPANY FOR ELECTRICAL POWER AS SET OUT IN DEED BOOK 138., PAGE 588, IN DEED BOOK 246, PAGE 848, DEED BOOK 351, PAGE 1, IN REAL 133, PAGE 551, AND IN REAL 142, PAGE 188.**
7. **RIGHT OF WAY SET FORTH IN INSTRUMENT #2000-12771, AND IN INSTRUMENT #2000-5078.**

8. ACCESS EASEMENT AGREEMENT AS SET OUT IN INSTRUMENT RECORDED AS INSTRUMENT #1999-12254.
9. ACCESS AGREEMENT AND RIGHT OF FIRST REFUSAL AGREEMENT DATED 2/12/99 AND RECORDED AS INSTRUMENT #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, III AND WIFE SHARON R. GILBERT.
10. DECLARATION OF USE RESTRICTIONS BETWEEN GREYSTONE DEVELOPMENT COMPANY LLC, STILLMEADOW FARM, LTD AND WALTER DIXON, RECORDED IN INSTRUMENT #1999-12252.
11. RIGHT OF WAY TO SOUTH CENTRAL BELL RECORDED IN REAL 21, PAGE 312.

\$825,000.00 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, **MICHAEL H. HENSON and ANN M. HENSON, HUSBAND AND WIFE**, have hereunto set his, her or their signature(s) and seal(s), this the 8th day of June, 2006.


MICHAEL H. HENSON

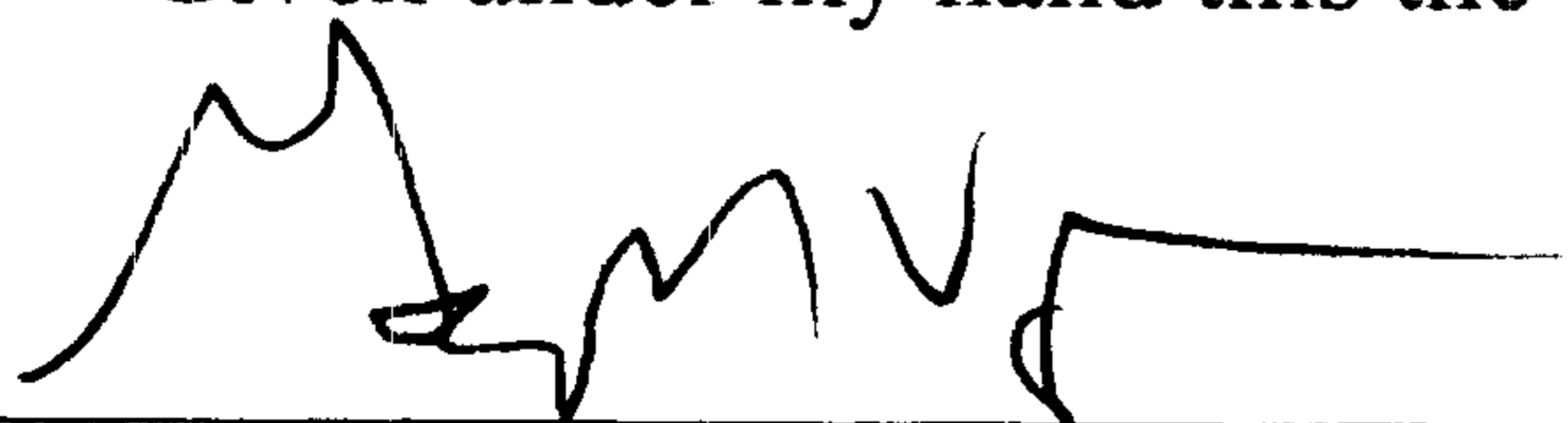

ANN M. HENSON

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **MICHAEL H. HENSON and ANN M. HENSON, 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 8th day of June, 2006.



Notary Public

My commission expires: 7.29.06

