15128

20061117000564050 1/2 $254.50
Shelby Cnty Judge of Probate,AL
11/17/2006 11:01:07AM FILED/CERT

Shelby County, AL 11/17/2006
State of Alabama

Deed Tax:$240.50

(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This instrument was prepared by:
R. Shan Paden
PADEN & PADEN, PC
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

SEND TAX NOTICE TO:
ROBERT E. LANGSTON
5390 GREYSTONE 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 **SIX HUNDRED FIVE THOUSAND TWO HUNDRED FORTY TWO DOLLARS 00/100 ($605,242.00)** to the undersigned grantor, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, **RCJ HOME BUILDING, INC., Corporation** does by these presents, grant, bargain, sell and convey unto **ROBERT E. LANGSTON and DONNA W. LANGSTON**, (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 1, according to the Survey of Greystone, 6th Sector, as recorded in Map Book 17, Page 54 A, B and C, in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2006 WHICH CONSTITUTE A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2007.

2. A 20-FOOT EASEMENT ON THE WEST SIDE, AS SHOWN BY RECORDED MAP.

3. A 10-FOOT EASEMENT ON THE SOUTHWESTERLY SIDE, AS SHOWN BY RECORDED MAP.

4. A 5-FOOT EASEMENT ON THE EAST SIDE, AS SHOWN BY RECORDED MAP.

5. RESTRICTIONS, AS SHOWN BY RECORDED MAP.

6. GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN REAL 317, PAGE 260, AMENDED BY FIRST AMENDMENT RECORDED IN REAL 346, PAGE 942, SECOND AMENDMENT RECORDED IN REAL 378, PAGE 904, THIRD AMENDMENT RECORDED IN REAL 397, PAGE 958, FOURTH AMENDMENT RECORDED IN INSTRUMENT #1992-17890, FIFTH AMENDMENT RECORDED IN INSTRUMENT #1993-03123, SIXTH AMENDMENT RECORDED IN INSTRUMENT #1993-10163, SEVENTH AMENDMENT RECORDED IN INSTRUMENT #1993-20968, EIGHTH AMENDMENT RECORDED IN INSTRUMENT 1993-20968, NINTH AMENDMENT RECORDED IN INSTRUMENT #1993-32840, AND FURTHER AMENDED IN 2004/42643, ALL BEING FILED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

7. RIGHT OF WAY IN FAVOR OF ALABAMA POWER COMPANY, AS SET FORTH IN DEED BOOK 338, PAGE 138, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

8. EASEMENT AND AGREEMENT AS SET FORTH IN REAL 312, PAGE 274, AMENDED IN REAL 317, PAGE 25 AND AMENDED IN INSTRUMENT #1993-3126, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

9. AMENDED AND RESTATED RESTRICTIVE COVENANTS WITH RESPECT TO HUGH DANIEL DRIVE, AS SET FORTH IN REAL 265, PAGE 96, AS RECORDED IN THE

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10. RIGHTS OF OTHERS TO USE HUGH DANIEL DRIVE AS SET FORTH IN DEED BOOK 301, PAGE 799, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

11. AGREEMENT WITH THE WATER WORKS BOARD AS SET FORTH IN REAL 235, PAGE 574, MODIFIED BY AGREEMENT IN INSTRUMENT #1992/20786 AND FURTHER MODIFIED IN INSTRUMENT #1993/20840, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

12. RELEASE OF DAMAGES AND RIGHTS INCIDENT THERETO, AS SET FORTH IN 2004/42643, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

13. MINERAL AND MINING RIGHTS AND RIGHTS INCIDENT THERETO, AS SET FORTH IN DEED BOOK 60, PAGE 260 AND DEED BOOK 121, PAGE 294, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

$365,000.00of 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 said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns 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 GRANTOR, **RCJ HOME BUILDING, INC.** , by **RAY PEARCE** its **PRESIDENT**, who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 3rd day of November, 2006.

RCJ HOME BUILDING, INC.

RAY PEARCE
PRESIDENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **RAY PEARCE**, whose name as **PRESIDENT** of **RCJ HOME BUILDING, INC.**, a/an **Corporation**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand this the 3rd day of November, 2006.

Notary Public
My commission expires: 9.29.2010

GEORGE M. VAUGHN
NOTARY
PUBLIC
ALABAMA STATE AT LARGE