

Send tax notice to:
Bernis C. Howard, Jr.
Mary Ann Howard
6013 Terrace Hills Dr.
Birmingham, AL 35242

File No. 06-1359

STATE OF ALABAMA
JEFFERSON COUNTY

This instrument prepared by:
Kreps Law Firm, LLC
Joseph C. Kreps
Attorney at Law
1932 Laurel Road, Suite 1-E
Birmingham, AL 35216

CORRECTIVE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Thirty Four Thousand and No/100 Dollars (\$234,000.00), in hand paid to the undersigned, **JIMMY RAY COOPER AND ^{*}PAULA ANN COOPER, HUSBAND AND WIFE**, (hereinafter referred to as the "Grantor") by **BERNIS C. HOWARD, JR. AND MARY ANN HOWARD**, (hereinafter referred to as the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, the Grantor does, by these presents, grant, bargain, sell, and convey unto the Grantee as joint tenants with right of survivorship, the following described real estate situated in **SHELBY** County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

*PAULA ANN COOPER IS ONE AND THE SAME PERSON
AS PAULA A. COOPER.

This Corrective Warranty Deed is executed for the purpose of correcting the legal description in that certain Warranty Deed dated June 28, 2006, and filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on July 11, 2006 in Instrument No. 20060711000331880. The correct legal description is attached as Exhibit "A". An incorrect Exhibit "A" was inadvertently attached to the Warranty Deed when originally recorded.

SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 2006.
2. All restrictions, easements, Rights of parties in possession, encroachments, liens for services, labor, or materials, taxes or special assessments, building lines.
3. Easements, Encroachments, rights of ways, building set back lines, as shown on recorded plat.

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 Grantees, their heirs, executors, administrators and assigns, that I am (we are) lawfully seized in fee simple of said premises, that they are free from all encumbrances except as aforesaid, that I (we) have good right to sell and convey the same as aforesaid, and that I (we) will, and my (our) successors and assigns shall warrant and defend the same to the Grantees, their heirs, executors, administrators and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 4th day of April, 2007.

Jimmy Ray Cooper
JIMMY RAY COOPER

Paula Ann Cooper
PAULA ANN COOPER

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said state and county, hereby certify that JIMMY RAY COOPER AND PAULA ANN COOPER, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of April, 2007.

Debra J. Deace
Notary Public

[NOTARIAL SEAL]

My Commission expires: 8/31/10



20070406000157640 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
04/06/2007 10:09:52AM FILED/CERT

EXHIBIT "A"

Lot 51, according to the Final Record Plat of Greystone Farms, Terrace Hills, as recorded in Map Book 24, Page 54 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 2007 and subsequent years not yet due and payable; (2) Building setback lines as shown by restrictive covenants in Inst. #1995-16401 and 1st Amendment recorded as Inst. #1996-1432, 2nd Amendment recorded as Inst. #1996-21440, 3rd Amendment recorded as Inst. #1997-2587; 4th Amendment recorded as Inst. #1998-10062; 5th Amendment recorded as inst. #1998-30335; and in Map Book 24, Page 54, and public easements as shown by, recorded plat; (3) Restrictions, covenants and conditions as to Greystone Farms as set out in instrument(s) recorded as Instrument #1995-16401 and 1st Amendment recorded as Instrument #1996-1432 and 2nd Amendment recorded as Inst. #1996-21440 and 3rd Amendment recorded as Inst. #1997-2587 and 4th Amendment recorded as Inst. #1998-10062 and 5th Amendment recorded as Inst. #1998-30335; (4) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121, Page 294 and Deed Book 60, Page 260 in Probate Office; (5) Restrictions, limitations and conditions as set out in Map Book 24, Page 54; (6) Easement(s) to Bellsouth Communications as shown by instrument recorded as Instrument #1995-7422; (7) Amended and Restated Restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265, Page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. Dated 7/14/94; (8) Shelby Cable Agreement recorded in Real 350, Page 545; (9) Covenants and agreement for water service as set out in an Agreement recorded in Real Book 235, Page 574 as modified by Agreement recorded as Instrument #1992-20786, as further modified by Agreement recorded as Instrument #1993-20840; (10) Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Instrument No. 1994-21963; (11) Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. And United States Fidelity and Guaranty Company as Instrument No. 1994-22318 and 1st Amendment recorded as Inst. #1996-0530, and 2nd Amendment recorded as Inst. No. 1998-16170; (12) Greystone Farms Reciprocal Easement Agreement as set out as Instrument #1995-16400; (13) Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403, in the Probate Office of Shelby County, Alabama.