

VALUE \$100,000

Deed Tax 100.00  
Filing Fee 17.00  
\$117.00

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE OF THE PROPERTY DESCRIBED HEREIN, OR AS TO THE ACCURACY OF THE DESCRIPTION CONTAINED IN PREVIOUSLY FILED DEEDS

This instrument was prepared by:  
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Send Tax Notice To:  
Jerome L. Blankenship and Sara Blankenship  
360 Woodward Court  
Birmingham, AL 35242



20070625000296670 1/3 \$118.00  
Shelby Cnty Judge of Probate, AL  
06/25/2007 12:36:12PM FILED/CERT

**WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

**JEROME L. BLANKENSHIP AND SARA BLANKENSHIP, HUSBAND AND WIFE**

(herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto

**JEROME L. BLANKENSHIP AND SARA BLANKENSHIP, TRUSTEES OF THE  
BLANKENSHIP LIVING TRUST DATED APRIL 24, 2007, and any amendments thereto**

(herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

**SEE EXHIBIT "A"**

**TO HAVE AND TO HOLD** to the said grantee, his, her or their successors and assigns forever.

*THE GRANTOR herein grants full power and authority by this deed to the Trustee(s), and either of them, and all successor trustee(s) to protect, conserve, sell, lease, pledge, mortgage, borrow against, encumber, convey, transfer or otherwise manage and dispose of all or any portion of the property herein described, or any interest therein, without the consent or approval of any other party and without further proof of such authority; no person or entity paying money to or delivering property to any Trustee or successor trustee shall be required to see to its application; and all persons or entities relying in good faith on this deed and the powers contained herein regarding the Trustee(s) (or successor trustee(s)) and their powers over the property herein conveyed shall be held harmless from any resulting loss or liability from such good faith reliance.*

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said **GRANTEE**, his, her or their successors 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 **GRANTEE**, his, her or their successors and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal, this 29<sup>th</sup> day of May, 2007.

Jerome L. Blankenship  
Jerome L. Blankenship

Sara Blankenship  
Sara Blankenship

STATE OF ALABAMA )  
SHELBY COUNTY )

**GENERAL ACKNOWLEDGEMENT:**

I, Melinda Kim Strange, a Notary Public in and for said County, in said State, hereby certify that Jerome L. Blankenship and Sara Blankenship, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance has/have executed the same voluntarily on the day the same bears date.

Given my hand and official seal this 29<sup>th</sup> day of May, 2007.

Melinda Kim Strange  
Notary Public  
My Commission Expires: 8/1/2010



EXHIBIT "A"

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Lot 13, according to a survey of Legacy Place of Greystone, as recorded in Map Book 27, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:


1. Taxes and assessments for the year 2006 and taxes for subsequent years, not yet due and payable.
2. Restrictions, limitations and conditions as shown by recorded map.
3. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Instrument #1999050995 and Amendment No. 1 recorded in Instrument #2000-12771, Amendment No. 2 recorded in Instrument #2000-34390, Amendment No. 3 recorded in Instrument 2000-40197, Amendment No. 4 recorded in Instrument #2001-16407, Amendment No. 5 recorded in Instrument #2001-481193, together with a Reciprocal Easement Agreement as set forth in Instrument #2001-38396, Supplemental Covenants for Legacy Place of Greystone as set forth in Instrument #2000-25238 and assignment of Developer Rights as set forth in Document #20020919000452220, as recorded in the Probate Office of Shelby County, Alabama.
4. Declaration of Use Restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. and Walter Dixon, as recorded in Instrument #1999-12252 and amended in Instrument #2000-12771, as recorded in the Probate Office of Shelby County, Alabama.
5. Declaration of Watershed Protective Covenants for Greystone Development as set forth in Instrument #2000-17644 together with Assignment and Assumption Agreement as set forth in Instrument #2000-20625, as recorded in the Probate Office of Shelby County, Alabama.
6. Easement Agreement between the City of Birmingham and Greystone Development Company, LLC, as set forth in Instrument #2000-17642, as recorded in the Probate Office of Shelby County, Alabama.
7. Access Easement Agreement as set forth in Instrument #1999-12253, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
8. Easement Agreement as set forth in Instrument #1999-12254, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
9. Access Easement Agreement and Right of First Refusal Agreement as set forth in Instrument #1999-7167, as recorded in the Probate Office of Shelby County, Alabama.
10. Consent Agreement by and between Charles Steven Daughtry and Greystone Development Co., LLC, as recorded in the Probate Office of Shelby County, Alabama. (affects access)
11. Articles of Incorporation of Legacy Place Homeowners' Association, Inc. as set forth in Instrument #2000-25236, as recorded in the Probate Office of Shelby County, Alabama.
12. Easement in favor of Alabama Power Company as set forth in Real 133, page 551 and Real 142, page 188, as recorded in the Probate Office of Shelby County, Alabama.
13. Easement in favor of Alabama Power Company as set forth in Deed Book 351, page 1, as recorded in the Probate Office of Shelby County, Alabama.
14. Right of way in favor of South Central Bell as set forth in Real 21, page 312, as recorded in the Probate Office of Shelby County, Alabama. (effects entrance road)
15. Assignment of Developer Rights and Obligations, as set forth in Instrument #2002091900045220, and Instrument #2004021900086130, in the Probate of Shelby Ccounty, Alabama.
16. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions but may now or hereafter exist or occur or cause damage to subject property, as shown by Map Book 27, page 36, as recorded in the Probate Office of Shelby County, Alabama.



17. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set forth in Instrument #2000-5920, Instrument #2000-5921 and Instrument #2000-26475, Instrument #20040202000054340.
18. Terms, conditions, restrictions, easements, reservations, and release of damages set forth in deed recorded under Instrument # 2001-35993, Instrument # 20020919000452200, Instrument #2004202000054340, Instrument #20040312000129750, Instrument v# 20021002000477070.
19. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including but not limited to such rights set forth in Deed Book 243, page 828, as recorded in the Probate Office of Shelby County, Alabama

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for Grantee and Grantee's heirs and assigns, that (a) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters of survey or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property; (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property; and (c) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its members, managers, agents, employees, officers, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

Grantee further covenants and agrees for Grantee and Grantee's heirs and assigns, that the Golf Club Property, as defined in the Master Declaration, does not constitute Common Areas, as defined in the Master Declaration, and such Golf Club Property is provided solely for the members of the private club which owns the Golf Club Property, and that ownership or occupancy of any portion of the Property by Grantee and/or Grantee's heirs and assigns shall not entitle Grantee and/or Grantee's heirs and assigns to any rights in or to or the use of any of the improvements constituting any part of the Golf Club Property, nor to any membership interest in or to the private club which owns the Golf Club Property.

  
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State of Alabama

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