

16189

20070920000440750 1/2 \$174.00
Shelby Cnty Judge of Probate, AL
09/20/2007 08:11:12AM FILED/CERT

Shelby County, AL 09/20/2007
State of Alabama
Deed Tax: \$160.00

(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

GARY C. DOWLING
701 GARUDBRIDGE CT
BIRMINGHAM, AL 35242

STATE OF ALABAMA
COUNTY OF Shelby

WARRANTY DEED

Know All Men by These Presents: That in consideration of **SEVEN HUNDRED NINETY NINE THOUSAND NINE HUNDRED DOLLARS 00/100 (\$799,900.00)** to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, I/we, **STACY G. ALLISTON, AN UNMARRIED PERSON and PENNIE E. ALLISTON, AN UNMARRIED PERSON** (herein referred to as GRANTORS) do grant, bargain, sell and convey unto **GARY C. DOWLING**, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in **Shelby County, Alabama**, to-wit:

LOT 920 ACCORDING TO THE SURVEY OF GREYSTONE LEGACY 9TH SECTOR AS RECORDED IN MAP BOOK 32 PAGE 44 A & B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

1. Taxes, assessments or dues from the local district for the Year 2006, and subsequent years, a lien not yet due and payable.
2. Reservation of mineral and mining rights in the instrument recorded in Deed Book 4, Page 527 and Deed Book 121, Page 294, together with the appurtenant rights to use the surface. The Company makes no representation as to the present ownership of this interest.
3. Reciprocal Easement Agreement as recorded in Real 312, Page 274, as st amended in Real 317, Page 253, 2nd amendment in Instrument #1993-3124 and 3rd amendment in Instrument # 20040102000001560.
4. Covenants and Agreements for Water Service as set out in an Agreement recorded in Real 235, Page 574 and 1st amended in Instrument #1992-20786, 2nd amendment in Instrument # 1993-20840 and 3rd amendment in Instrument # 1993-20840.
5. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Real 265, Page 96; Real 317, Page 260, amended in Real 319, Page 235, further amended by 1st Amendment in Real 346, Page 942, 2nd Amendment in Real 378, Page 904, 34rd Amendment in Real 397, Page 958, 4th Amendment in Instrument #1992-17890, 5th Amendment in Instrument #1993-3123, 6th Amendment in Instrument #1993-10163, 7th Amendment in Instrument #1993-16982, 8th Amendment in Instrument #1993-20968, 9th Amendment in Instrument #1993-32840, 10th Amendment in Instrument #1994-223329, 11th Amendment in Instrument #1995-8111; 12th Amendment in Instrument #1995-24267, 13th amendment in Instrument #1995-34231, 14th Amendment in Instrument #1996-19860, 15th Amendment in Instrument # 1996-37514, 16th Amendment in Instrument # 1996-39737 and 17th Amendment in Instrument 1997-2534; 18th Amendment in Instrument # 1997-30081, 20th

Amendment in Instrument #1997-38614 and Map Book 21, Page 15.

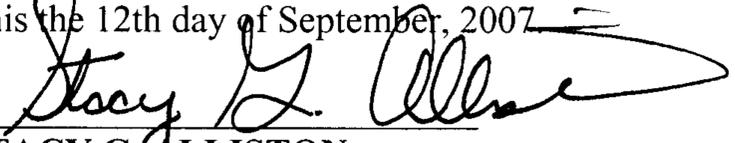
- 6. Covenants, restrictions and setback lines, and release of damages as shown in deed recorded in #2003031200015160.
- 7. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., as recorded in Real 350, Page 545.
- 8. Transmission line permit to Alabama Power Company as recorded in Deed Book 139, Page 124 and Deed Book 138, Page 595.

\$639,920.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES, his, her or their heirs and assigns, forever.

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, **STACY G. ALLISTON, AN UNMARRIED PERSON and PENNIE E. ALLISTON, AN UNMARRIED PERSON**, have hereunto set his, her or their signature(s) and seal(s), this the 12th day of September, 2007.



 STACY G. ALLISTON



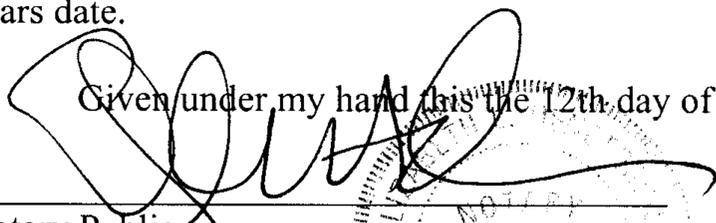
 PENNIE E. ALLISTON

**STATE OF ALABAMA
COUNTY OF SHELBY**

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **STACY G. ALLISTON, AN UNMARRIED PERSON and PENNIE E. ALLISTON, AN UNMARRIED PERSON**, 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 12th day of September, 2007.



 Notary Public

My commission expires: 