#242

(Seal)

## WARRANTY DEED

STUART DAVIS

## STATE OF ALABAMA) SHELBY COUNTY)

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN and 00/100 Dollars (\$10.00) the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we, Stuart Davis, and wife, Leslie R. Davis, (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Stuard Davis and Leslie R. Davis in their capacity as Trustees of THE DAVIS FAMILY REVOCABLE LIVING TRUST AGREEMENT dated January 11, 2008 (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama to-wit:

See attached as Exhibit A

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

(Seal)

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises: that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

LESLIÉ R. DAVIS

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 11th day of January, 2008.

STATE OF ALABAMA	)	General Acknowledgment
COUNTY OF SHELBY	)	
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stuart Davis, and wife, Leslie R. Davis, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the ame voluntarily on the day the same bears date.		
Given under my hand and official	seal this	11th day of January, 2008
Shelby County, AL 02/14/2008 State of Alabama		
Deed Tax:\$253.00		
		Notary Public  My commission expires:
Send Tax Notice To:		This Instrument Prepared By: Jeffrey E. Rowell
······································		Post Office Box 26427
		Birmingham, Alabama 35260 (205) 979-9070

Lot 16, according to the Final Plat of Subdivision, North Lake at Greystone, Phase 3, as recorded in Map Book 23 page 3 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 2000 and subsequent years not yet due and payable; (2) Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment (See 1975 Code of Alabama 40-7-25.3); (3) 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; Deed Book 57 page 584 and Deed Book 60 page 260 in Probate Office; (4) Easements as shown by recorded plat, (5) Amended and Restated Restrictive Covenants as set out in instrument(s) recorded in Real 265, Pages 96 and 109; (6) Shelby Cable Agreement as set out in Real 350 page 545; (7) Building setback line as set out in the Declaration of Covenants, Conditions and Restrictions of Greystone Farms North as recorded in Inst. #1996/17498 and Inst. #1998-10063; (8) 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; (9) Development Agreement including restrictions and covenants as set out in instrument 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 in Inst. #1996-530 and 2nd Amendment recorded as Inst. #1998-16170; (10) Greystone Farms North Reciprocal Easement Agreement recorded as Instrument #1996/17497; (11) Declaration of Covenants, Conditions and Restrictions as to Greystone Farms North recorded as Inst. #1996/17498 and amended by Inst. #1998-10063; (12) Articles of Incorporation of Greystone Farms North Owner's Association, Inc., recorded as Inst. #1996-199 and amended in Inst. #1997-8840; (13) Easement Agreement by and between Greystone Farms North, L.L.C., Equine Partners, L.L.C., North Lake at Greystone Owner's Association, Inc. And Greystone Cove, L.L.C. as set out in Inst. #1998-18416; (14) Reciprocal Use Agreement by and between North Lake at

Greystone Owner's Association, Inc., and The Cove of Greystone Homeowner's Association, Inc., as set out in Inst. No. 1999-24249 in Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, 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.

