

This instrument was prepared by:
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Dominick, Fletcher, Yeilding, Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205


20080703000271200 1/3 \$627.00
Shelby Cnty Judge of Probate, AL
07/03/2008 11:53:12AM FILED/CERT

Send tax notice to:
Michael Clements
Margarita Clements
1059 Greymoor Road
Birmingham, Alabama 35242

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

JOINT SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **SIX HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$610,000.00)**, this day in hand paid to the undersigned Grantor, **William A. Watts, III and wife, Janine T. Watts** (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the Grantees, **Michael Clements and Margarita Clements**, (hereinafter referred to as Grantees), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, their heirs and assigns, the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

Lot 89, according to the Survey of Greystone 5th Sector, Phase I, as recorded in Map Book 17, page 72, A, B, C in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990, and recorded in Real 317, page 260, in the Office of the Judge of Probate of Shelby County, Alabama, together with all amendments thereto.

Subject to:

1. Ad valorem taxes for the 2008 tax year which are not due and payable until October, 2008.
2. 50-foot setback line as recorded in Instrument 1994-17448.
3. 50-foot rear setback line as recorded in Instrument 1994-17448.
4. 15-foot side setback line as recorded in Instrument 1994-17448.
5. Restrictions as shown in deed recorded in Instrument 1994-17448.
6. Restrictions recorded in Instrument 1993-20968 but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state and federal

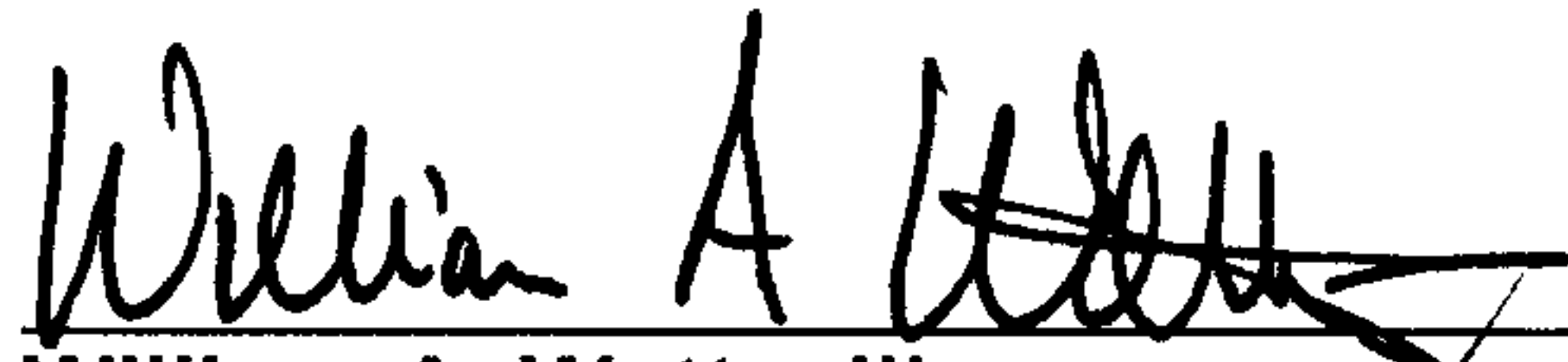
laws, except to the extent that said covenant or restriction is permitted by applicable law.

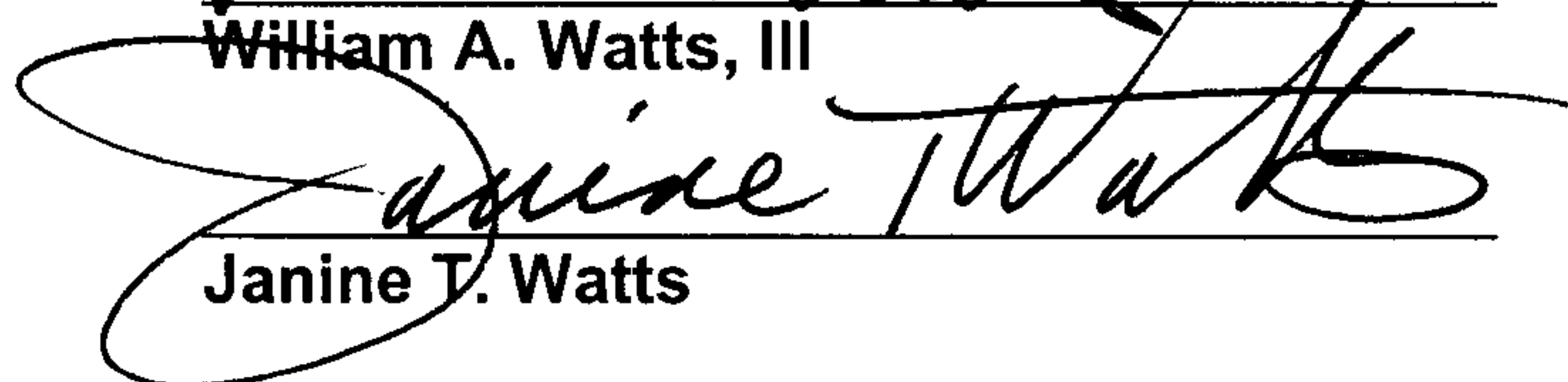
7. Minimum square footage requirements and building setback lines pursuant to the terms of the declaration of covenants, conditions and restrictions appearing of record in Real 317, page 360; Real 346, page 942 and in Map Book 17, page 72 and in Real 381, pages 217-222.
8. Amended and Restated Covenants recorded in Real 265, page 96.
9. Rights of others to use of Hugh Daniel Drive and Greystone Drive recorded in Deed Book 301, page 799.
10. Covenants and Agreements for Water Services recorded in Real 236, page 574.
11. Reciprocal Easement Agreement pertaining to access and roadway.
12. Greystone Residential Declaration of covenants, conditions and restrictions appearing of record in Real 317, page 260; amended by Affidavit as recorded in Real 319, page 235; Restrictions recorded in Real 346, page 942 and Map Book 17, page 72 and in Real 301, pages 217-222 and Real 397, page 950.
13. 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 4, page 486 and Deed Book 60, page 260.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, their heirs and assigns forever.

And said Grantor, for said Grantor, her heirs, successors, executors and administrators, covenants with Grantees, and with their heirs and assigns, that Grantor is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantor will, and her heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons.

25th IN WITNESS WHEREOF, said Grantor has hereunto set his/her hand and seal this the day of June, 2008.


William A. Watts, III

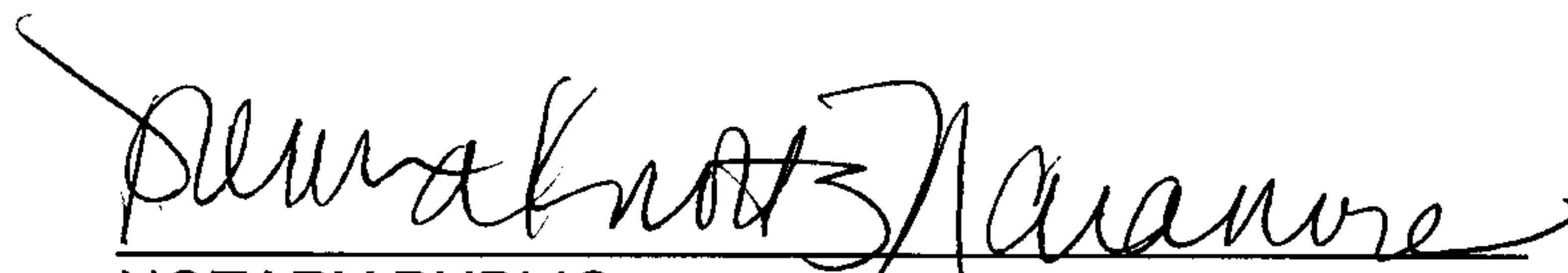

Janine T. Watts

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)


20080703000271200 3/3 \$627.00
Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **William A. Watts, III and Janine T. Watts**, 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 Instrument signed their names on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 25 day of June, 2008.


NOTARY PUBLIC
My Commission Expires: 7/30/11

Shelby County, AL 07/03/2008
State of Alabama
Deed Tax: \$610.00