

SEND TAX NOTICE TO:

Charles E. Poe

~~1295 Legacy Drive~~

~~Birmingham, AL 35242~~

#36 20th Ave NW

B'ham, AL 35215

This instrument was prepared by  
Shannon E. Price, Esq.  
P. O. Box 19144  
Birmingham, AL 35219

CORPORATION FORM STATUTORY DEED

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Shelby

That in consideration of **One Hundred Forty Thousand dollars & no cents (\$140,000.00)**

to the undersigned grantor, **New South Federal Savings Bank** A corporation, in hand paid by **Charles E. Poe** hereinafter, Grantee(s) the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto the said Grantee(s) the following described real estate, situated in **Shelby County, Alabama**, towit:

**LOT 533, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 5TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 32, PAGES 85 A AND B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

Subject to:

1. Real estate taxes for the year 2009 and subsequent years, not yet due and payable.
2. Municipal improvements assessments, fire district dues and homeowners' association fees against subject property, if any.
3. Any ownership interest in any oil, gas, and minerals or any rights in connection herewith, and said oil, gas, and mineral interests, and all rights of entry, including the right to mine or extract such oil, gas and mineral interests.
4. The easements, restrictions, reservations, covenants, liens, assessments, agreements and all other terms and provisions of the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 and recorded as Instrument No. 1999-50995, in the Office of the Judge of Probate of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
5. Any Dwelling, as defined in the Declaration, built on the Property shall contain not less than 3,000 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,600 square feet of Living Space, as defined in the Declaration, for multistory home.
6. Subject to the provisions of Sections 6.04(a), 6.05 of the Declaration, minimum building setback requirements for any Dwelling, as defined in the Declaration, to be constructed, erected, placed or maintained on the Property shall be as follows:
  - (i) Front Setback: 50 feet
  - (ii) Rear Setback: 50 feet
  - (iii) Side Setbacks: 15 feet

The foregoing setbacks shall be measured from the property lines of the Property.

7. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

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8. Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and Its successors 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 parson who enters upon any portion of the Property as a result of past, presenter 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.

9. Right of Redemption from that Foreclosure Deed recorded in Instrument No. 20090716000273810

This property is sold as is and Grantor only warrants title from the time Grantor obtained title until the date Grantor conveys its interest in the aforesaid property to the Grantee.

TO HAVE AND TO HOLD To the said Grantee(s) his/her/their heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor by its **Vice President**, who is authorized to execute this conveyance, has hereto set its signature and seal, this **August 20, 2009**.

ATTEST:

New South Federal Savings Bank

By: Wade Parker  
Wade Parker, Vice President

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Secretary

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Wade Parker** whose name as **Vice President**, of **New South Federal Savings Bank**, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of August, 2009.

Jan O. Ha  
Notary Public,  
(Seal)  
My Commission Expires: 3/2/2010

Shelby County, AL 08/21/2009  
State of Alabama  
Deed Tax : \$140.00