

909082

SEND TAX NOTICE TO:

Jeff W. Maze, Necia M. Wear and William E. Maze
1404 Berwick Circle
Birmingham, Alabama 35242

This instrument was prepared by

Shannon E. Price, Esq.
P. O. Box 19144
Birmingham, AL 35219

Shelby County, AL 10/19/2009

State of Alabama

Deed Tax : \$200.00

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY

That in consideration of **Two Hundred Thousand and No/100 (\$200,000.00) Dollars**, To the undersigned **GRANTOR(S)** in hand paid by the **GRANTEE(S)** herein, the receipt whereof is acknowledged, **Anita Michelle McDowell, an unmarried woman**, (herein referred to as **GRANTOR(S)**), do grant, bargain, sell and convey unto **Jeff W. Maze, Necia M. Wear and William E. Maze**, (herein referred to as **GRANTEE(S)**), as joint tenants, with right of survivorship, the following described real estate, situated in **Shelby** County, Alabama, to-wit:

LOT 65, ACCORDING TO THE SURVEY OF GREYSTONE RIDGE GARDEN HOMES, AS RECORDED IN MAP BOOK 16, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This being that same property conveyed to Anita Michelle McDowell by deed dated 7-31-92 and filed 8-7-92 in Instrument 1992-16426.

Subject to: (1) Taxes for the year 2010 and subsequent years (2) Easements, Restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any (3) Mineral and mining rights, if any.

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. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons of property as a result of the exercise of such rights as recorded in Deed Book 4, Page 486, 493 and 495.
5. Building setback lines recorded in Instrument 1992-4720.
6. Transmission line permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 141, Page 180, Real 333, Page 201 and Real 377, Page 441.
7. Right of others to use of Hugh Daniel Drive, as described in instrument recorded in Deed Book 301, Page 799.
8. Covenants and agreement for Water Services as recorded in Real 235, Page 574.
9. Restrictions, covenants, conditions and building setback lines as set out in Amended Restated Restrictive Covenants as recorded in Real 265, Page 96.
10. Greystone Multi-family Declaration of Covenants, Conditions and Restrictions, as recorded in Real 316, Page 239 as amended by First Amendment recorded in Real 319, Page 238, Second Amendment as recorded in Real 336, Page 281 and Third Amendment being recorded in Real Volume 397, Page 958 and Instrument No. 1992-4710.

11. Greystone Ridge Garden Homes and First Addition to Greystone Ridge Garden Home Declaration of Covenants, Conditions and Restrictions (deleting therefrom, any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, family status or national origin) as recorded as Instrument No. 1992-4720 and transferred in Instrument No. 1995-14646 and amended in Instrument No. 1995-14647.
12. Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, Page 274 and 1st Amendment in Real 317, Page 253.
13. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., in Real 350, Page 545.
14. Easement for public utilities as shown on recorded plat, including irregular easement on rear and 10 foot easement on northeasterly side.
15. Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 16, Page 31.

TO HAVE AND TO HOLD Unto the said **GRANTEES** as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I do for myself and for my heirs, executors, and administrators covenant with the said **GRANTEES**, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set my hand and seal, this **25th day of September, 2009**.


Anita Michelle McDowell (Seal)

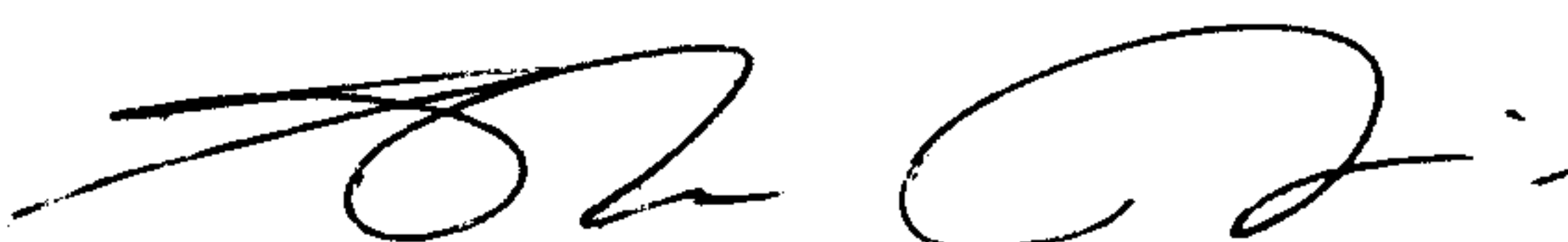
STATE OF ALABAMA

General Acknowledgement

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anita Michelle McDowell, an unmarried woman whose name(s) was signed to the foregoing conveyance, and who is known to me (or satisfactorily proven), acknowledged before me on this day, that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of September, 2009.


Notary Public. (Seal)
My Commission Expires: 12-30-2011

