

10-5387

THIS INSTRUMENT PREPARED BY:  
BARNES, TUCKER & BARNES, P.C.  
8107 PARKWAY DRIVE  
LEEDS, ALABAMA 35094

Send tax notice to:  
DENISE BONDS  
1250 BERWICK RD  
BIRMINGHAM, AL 35242

**SPECIAL FORM WARRANTY DEED**

State Of Alabama  
Shelby County

  
20100924000314500 1/2 \$224.00  
Shelby Cnty Judge of Probate, AL  
09/24/2010 12:54:07 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That in consideration of TWO ONE HUNDRED NINE THOUSAND and 00/100 Dollars (\$209,000.00) to the undersigned Grantor, **COVENANT BANK**, (herein referred to as GRANTOR), in hand paid by the GRANTEEs herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto **DENISE JUANITA BONDS** the following described real estate real estate situated in St. Clair County, Alabama, to-wit:

**LOT 105, ACCORDING TO THE SURVEY OF GREYSTONE RIDGE GARDEN HOMES, AS RECORDED IN MAP BOOK 16, PAGE 31, IN THE PROBATE OFFICE SHELBY COUNTY, ALABAMA.**

**ALL RIGHTS OF REDEMPTION IN FAVOR OF ANY AND ALL PARTIES ENTITLE TO REDEEM SUBJECT PROPERTY FROM THAT CERTAIN MORTGAGE FORCLOSURE SALE EVIDENCED BY FORECLOSURE DEED RECORDED IN INSTRUMENT 20100107000006250 UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA AND/OR THE UNITED STATES OF AMERICA. SAID RIGHT TO EXPIRE 1/7/2011, ONE (1) YEAR FROM THE DATE OF FORECLOSURE**

**SUBJECT TO:**

1. Taxes for the year 2010 and subsequent years.
2. Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions record, if any.
3. Mineral and mining rights, if any.
4. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260, amended by Real 319, page 235 and by First Amendment to Restrictions, recorded in Real 346, page 942; Second Amendment recorded in Real 378, page 904; Third Amendment recorded in Real 397, page 958; Fourth Amendment recorded in Instrument 1992-17890; Fifth Amendment recorded in Instrument 1993-3123; Sixth Amendment recorded in Instrument 1993-10163; Seventh Amendment recorded in Instrument 1993-16982; Eighth Amendment recorded in Instrument 1993-20968; Ninth Amendment recorded in Instrument 1993-32840; Tenth Amendment recorded in Instrument 1994-23329; Eleventh Amendment recorded in Instrument 1995-081111; Twelfth Amendment recorded in Instrument 1995-24267; Thirteenth Amendment recorded in Instrument 1995-34231; Fourteenth Amendment recorded in Instrument No. 1996-19860; Fifteenth Amendment recorded in Instrument No. 1996-37514; Sixteenth Amendment recorded in Instrument No. 1996-39737; Seventeenth Amendment recorded in Instrument No. 1997-02534; Eighteenth Amendment recorded in Instrument No. 1997-17533; Nineteenth Amendment recorded in Instrument No. 1997-30081.
5. Restrictions appearing of record in Instrument 1992-4720 and amended in Instrument 1995-14646
6. Transmission Line Permit to Alabama Power Company recorded in Deed Book 141, page 180; Real Volume 333, page 201 and Real Volume 377, page 441
7. Mineral and mining rights and rights incident thereto and Release of Damages recorded in Deed Book 4, pages 486, 493 and 495.

Shelby County, AL 09/24/2010

State of Alabama

Deed Tax : \$209.00



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8. Rights of others to use of Hugh Daniel Drive as described in Instrument recorded in Deed Book 301 page 799
9. Covenant and Agreement for Water Service between Dantrace and Shelby County, recorded in Real Volume 235, page 574
10. Restrictions, Covenants, Conditions and Building Setback lines set out in Amended Restated Restrictive Covenants recorded in Real Volume 265 page 96
11. Greystone Multi-family declaration of Covenants, Conditions and Restrictions recorded in Real Volume 316 page 239, amended by First Amendment recorded in Real Volume 319, page 238; Second Amendment as recorded in Real Volume 336, page 281 and Third Amendment being recorded in Real Volume 397, page 958 and by Instrument 1992-4710 and Instrument 1993-10164.
12. Reciprocal Easement Agreement pertaining to Access and Roadway easements, as set out in Real Volume 312, page 274, amended in Real Volume 317 page 253 and in Instrument 1993-3124
13. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real Volume 350, page 545
14. Easement for Alabama Power Company recorded in Instrument 1992-26820.

TO HAVE AND TO HOLD to the said GRANTEES and I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said Grantees, 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 stated 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, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor by its SENIOR VICE PRESIDENT, JEFF JACKSON who is authorized to execute this conveyance, hereto set its signature and seal this the 17<sup>TH</sup> day of SEPTEMBER, 2010.

COVENANT BANK

Jeff Jackson  
JEFF JACKSON, SENIOR VICE PRESIDENT

STATE OF ALABAMA

ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that SENIOR VICE PRESIDENT of JEFF JACKSON, 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/she, 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 17<sup>TH</sup> day of SEPTEMBER, 2010

Michelle D. Dohle  
NOTARY PUBLIC

My Commission Expires: 11-4-10