



20110414000115300 1/3 \$103.00  
Shelby Cnty Judge of Probate, AL  
04/14/2011 08:14:34 AM FILED/CERT

Send tax notice to:

GUY J. GUSMUS  
5280 GREYSTONE WAY  
BIRMINGHAM, AL, 35242

STATE OF ALABAMA  
Shelby COUNTY

This instrument prepared by:  
CHARLES D. STEWART, JR.  
Attorney at Law  
4898 Valleydale Road, Suite A-2  
Birmingham, Alabama 35242

2011047

Shelby County, AL 04/14/2011  
State of Alabama  
Deed Tax:\$85.00

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Four Hundred Ninety-Eight Thousand Five Hundred and 00/100 Dollars (\$498,500.00) in hand paid to the undersigned, RICHARD A. MUMALO, A SINGLE INDIVIDUAL (hereinafter referred to as "Grantors") by GUY J. GUSMUS and MALLERIE J. LADNER (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

LOT 34, ACCORDING TO THE MAP OF GREYSTONE, 6TH SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 54 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED November 6, 1990, AND RECORDED IN REAL 317, PAGE 260, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND ALL AMENDMENTS THERETO.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2010 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2011.
2. UTILITY EASEMENTS AS SHOWN BY RECORDED PLAT, INCLUDING A 10 FOOT EASEMENT ALONG GREYSTONE WAY AND 10 FEET ALONG REAR.
3. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET OUT IN REAL BOOK 371, PAGE 260, AMENDED BY AFFIDAVIT AS RECORDED IN REAL BOOK 319, PAGE 235, WITH FIRST AMENDMENT RECORDED IN REAL BOOK 346, PAGE 942, DATED JUNE 6, 1992, 2<sup>ND</sup> AMENDMENT DATED DECEMBER 20, 1991 RECORDED IN REAL BOOK 378, PAGE 904 AND 3<sup>RD</sup> AMENDMENT DATED MARCH 26, 1992, RECORDED IN REAL BOOK 397, PAGE 958 AND 4<sup>TH</sup> AMENDMENT RECORDED AS INSTRUMENT #1993-16982 AND AS SHOWN BY MAP BOOK 17, PAGE 54 A, B, AND C, IN PROBATE OFFICE, 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 OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.



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4. AMENDED AND RESTATED RESTRICTIVE COVENANTS AS RECORDED IN REAL BOOK 265 PAGE 96 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
5. TRANSMISSIN LINE PERMIT(S) TO ALABAMA POWER COMPANYAS SHOWN BY INSTRUMENT(S) RECORDED IN DEED BOOK 207 PAGE 223, IN PROBATE OFFICE.
6. RIGHTS OF OTHERS IN AND TO USE HUGH DANIEL DIVE AND GREYSTONE DRIVE AS DESCRIBED IN DEED BOOK 301 PAGE 799 IN PROBATE OFFICE.
7. COVENANT AND AGREEMENT FOR WATER SERVICES AS RECORDED IN REAL BOOK 235 PAGE 574, IN SAID PROBATE OFFICE.
8. RECIPROCAL EASEMENT AGREEMENT PERTAINING TO ACCESS AND ROADWAY EASEMENTS AS RECORDED IN REAL BOOK 312, PAGE 274 AND AS AMENDED IN REAL BOOK 317, PAGE 253, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
9. 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 40 PAGE 332 AND DEED BOOK 57, PAGE 584, IN PROBATE OFFICE.
10. PERMIT TO ALABAMA POWER COMPANY AS TO UNDERGROUND CABLES IN INSTRUMENT #1994-1193, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
11. RESTRICTIONS, CONDITIONS, EASEMENTS AND LIMITATIONS AS SET OUT IN INSTRUMENT #1993-29273, IN THE PROBATE OFFICE.

\$413,500.00 OF THE CONSIDERATION AS WAS PAID FROM THE PROCEEDS OF A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever. The Grantor does for itself, its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as shown above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.



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IN WITNESS WHEREOF, said Grantor, has hereunto set his/her hand and seal  
this the 29th day of March, 2011.

RICHARD A. MUMALO

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby  
certify that RICHARD A. MUMALO, whose name is signed to the foregoing instrument,  
and who is known to me, acknowledged before me on this day, that, being informed of  
the contents of the said instrument, she executed the same voluntarily on the day the same  
bears date.

Given under my hand and official seal this the 29th day of March, 2011.

Notary Public  
Print Name:   
Commission Expires:

4-13-12

