



20110603000162940 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
06/03/2011 08:31:39 AM FILED/CERT

SEND TAX NOTICE TO:

Ralph Moore and John Hendrix
4537 Guilford Circle, Birmingham, Alabama 35242

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

Value
661,500.00

WARRANTY DEED

STATE OF Alabama

KNOW ALL MEN BY THESE PRESENTS:

Shelby COUNTY

That in consideration of Ten dollars and no cents **\$10.00.**

To the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, **Ralph Moore, a married man and John Hendrix and wife, Tanya Hendrix,** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **Ralph Moore, a married man and John Hendrix, a married man** (herein referred to as grantee, whether one or more), the following described real estate, situated in **Shelby County, Alabama,** to-wit:

LOT 106, ACCORDING TO THE FINAL RECORD PLAT OF GREYSTONE FARMS, GUILFORD PLACE, PHASE I, AS RECORDED IN MAP BOOK 20, PAGE 105, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The above described property does not represent the homestead of Ralph Moore nor his spouse.

Subject to:

1. All taxes for the year 2011 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting title that would be disclosed by an accurate and complete survey of the land.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
6. The policy does not insure against any reappraisal, assessed value adjustment, roll back or escape taxes which may become due by virtue of any action of the Office of the Tax assessor, The Office of the Tax collector, and/or the board of Equalization.
7. Such state of facts as shown on subdivision plat recorded in Plat Book 20, Page 105.
8. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but limited to, oil, gas, sand and gravel in, on, and under subject property. Anything to the contrary notwithstanding this commitment and the final policy does not attempt to set out the manner in which any oil, gas, or mineral rights, or any rights relating thereto are vested, including drilling, right of entry, or other rights, privileges and immunities relating thereto, together with any release of liability or damage to persons or property as a result of the exercise of such rights.
9. Building lines, right of ways, easements, restrictions, reservations and conditions, if any, as recorded in Map Book 20, Page 105.
10. 15' easement along the east side of lot as shown on recorded Map Book 20, Page 105.
11. 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 or property as a result of the exercise of such rights as recorded in Deed Book 60, Page 260 and Deed Book 121, Page 294.
12. Subject to 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 set forth in the document recorded in Instrument No. 1995-16401 and 1st amendment

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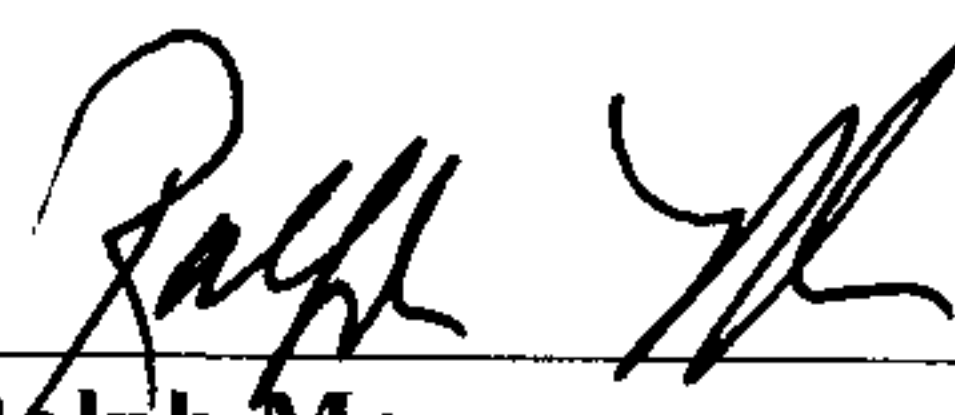
recorded in Instrument No. 1995-1432; 2nd amendment in Instrument 1996-21140; 3rd amendment in Instrument 1997-2587; 4th amendment in Instrument 1998-10062 and 5th amendment in Instrument 1998-30335 in the official records of Shelby County.

13. Easement to Bellsouth Communications as recorded in Instrument No. 1995-7422.
14. Agreement in favor of Shelby Cable as recorded in Real 350, Page 545.
15. Right of Way to Daniel Oak Mountain Limited to Shelby County as recorded in Instrument No. 1994-21963.
16. Development agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as recorded in Instrument No. 1994-22318; Instrument 1996-0530 and Instrument 1998-16170..
17. Greystone Farms reciprocal easement agreement as recorded in Instrument No. 1995-16400.
18. Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 1995-16403.
19. Amended and restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive as recorded in Real 265, Page 96.
20. Covenants and agreement for water service as recorded in Real Book 235, Page 574 and modified in Instrument No. 1992-20786 and Instrument No. 1993-20840.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the 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 noted 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, Grantors have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, 2011

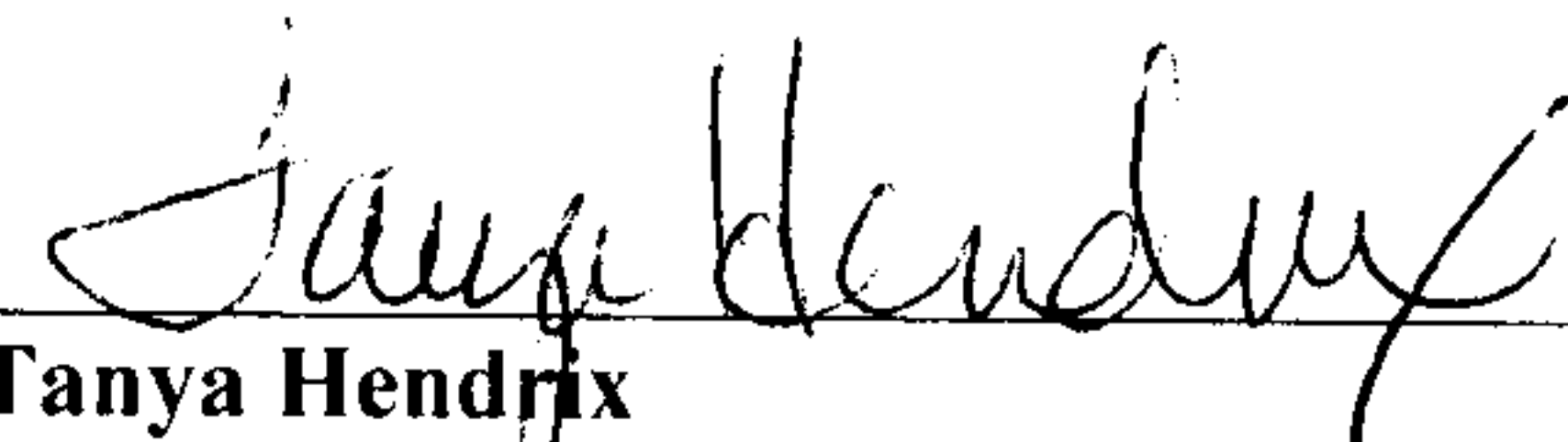


Ralph Moore (Seal)



John Hendrix (Seal)

IN WITNESS WHEREOF, Grantors have hereunto set his/her/their hand(s) and seal(s), this 25th day of May, 2011



Tanya Hendrix (Seal)

STATE OF Alabama

General Acknowledgment

Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Ralph Moore, a married man John Hendrix, a married man** whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of May, 2011.



Notary Public.

Seal

My Commission Expires: 4/6/2014

[Handwritten initials]

STATE OF Alabama

General Acknowledgment

Jefferson COUNTY

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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Tanya Hendrix, a married woman** whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they have/has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of May, 2011 .

[Handwritten signature]

Notary Public.

Seal

My Commission Expires: 5-7-2014