

### Warranty Deed

**KNOW ALL MEN BY THESE PRESENTS**, That for and in consideration of **Two hundred ten thousand, five hundred and no/100 Dollars (\$210,500.00)** to the undersigned **Grantor** in hand paid by the **Grantee** herein, the receipt whereof is acknowledged, **H. Craig Mattox III and spouse, Jennifer L. Mattox (Grantors)** do grant, bargain, sell and convey. unto **Lyndell E. Stike, Jr. and Jacqueline M. Stike (Grantees)** the following described real estate situated in Shelby, Alabama to wit:

**Lot 90, according to the Survey of Greystone Farms Mill Creek Sector, Phase 1, as recorded in Map Book 22, Page 25, in the Probate Office of Shelby County, Alabama.**

Subject to:

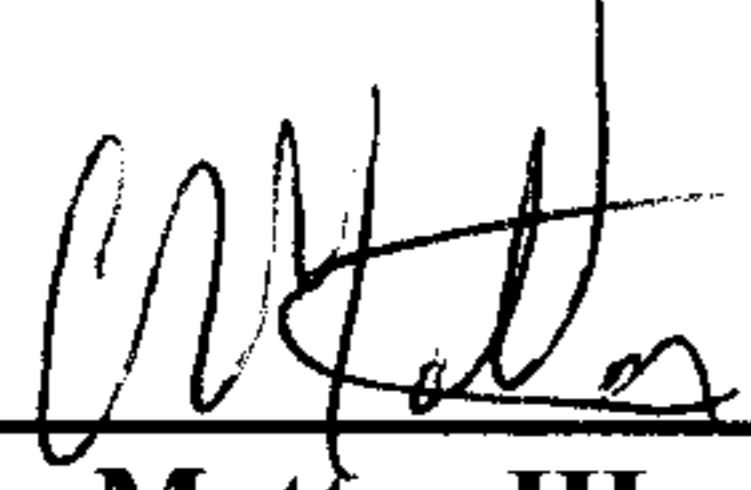
- Ad Valorem taxes due October 1, 2011.
- Building setback line as shown by restrictive covenants in Instrument 1995-16401, 1st Amendment recorded in Instrument 1995-1432; 2nd Amendment recorded in Instrument 1996-21440 and 3rd Amendment recorded in Instrument 1997-2587 and in Map Book 22, page 25.
- Easements, Restrictions, limitations and conditions, as shown by recorded Map.
- Restrictions, covenants and conditions as to Greystone Farms as set out in Instrument 1995-16401; 1st Amendment recorded in Instrument 1995-1432; 2nd Amendment recorded in Instrument 1996-21440 and 3rd Amendment recorded in Instrument 1997-2587.
- Mineral and mining rights and rights incident thereto recorded in Deed Book 121, page 294 and
- Deed book 60, page 260.
- Easements to BellSouth Communications, recorded in Instrument 1995-7422 Amended and restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, recorded in Real 265, page 96.
- Shelby Cable Agreement recorded in Real 350, page 545.
- Covenants and agreement for water service as set out in an Agreement recorded in Real Book 235, page 574, modified by Agreement recorded in Instrument 1992-20786, further modified by Agreement recorded in Instrument 1993-20840.
- Right of way from Daniel Oak Mountain limited to Shelby County, recorded in Instrument 1994-21963.
- Development agreement between Daniel Oak Mountain limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc., and United States Fidelity and Guaranty Company, recorded in Instrument 1994-22318 and 1st Amendment recorded in Instrument 1996-0530.
- Greystone Farms reciprocal easement agreement recorded in Instrument 1995-16400.
- Greystone Farms Community Center Property declaration of covenants, conditions and restrictions, recorded in Instrument 1995-16403.
- Release of Damages as recorded in Instrument 1997-37964.
- Restrictions or Covenants appearing of record in Instrument 20021203000599370.
- Shelby Cable Agreement as recorded in Shelby Real 301, Page 799.
- Release of Damages as recorded in Instrument instrument 1997-30848.


**\$187,200.00 of the consideration was paid from the proceeds of a mortgage loan.**

**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, the heirs and assigns of the grantees herein shall take as tenants in common.

And said **Grantors** do for themselves, their heirs, successors, assigns, and personal representatives covenant with said **Grantees**, their heirs, successors and assigns that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their heirs, successors, assigns and personal representatives shall, warrant and defend the same to the said **Grantees**, their heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said **Grantors** have caused this conveyance to be executed this the 31 day of August, 2011.

  
\_\_\_\_\_  
H. Craig Mattox III Seal

  
\_\_\_\_\_  
Jennifer L. Mattox Seal

State of Alabama  
County of Jefferson


I, Gene W. Gray, Jr, a Notary Public in and for said County in said State, hereby certify that H. Craig Mattox III and Jennifer L. Mattox whose names are signed to the foregoing instrument and who are personally known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date

Given under my hand and seal this 31 day of August, 2011.

  
\_\_\_\_\_  
Notary Public  
Commission Expires: 11/09/10

**This Instrument Prepared By:**  
**Gene W. Gray, Jr.**  
**2100 Southbridge Parkway**  
**Suite 338**  
**Birmingham, Al 35209**  
**205 879 3400**

**Send Tax Notice To:**  
**Lyndell E. Stike, Jr.**  
**Jacqueline M. Stike**  
**6046 Mil Creek Dr**  
**Birmingham, AL 35242**  
**03-8-34-0-009-048.000-RR**

  
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Shelby Cnty Judge of Probate, AL  
09/06/2011 10:35:33 AM FILED/CERT