

This instrument was prepared by:
Clayton T. Sweeney, Attorney
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

Send Tax Notice To:
Edmond Darby Henley, Jr. and Susan Sherer Henley
1433 Legacy Drive
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY) **JOINT SURVIVORSHIP DEED**

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of **Ten and 00/100 (\$10.00)**, and other good and valuable consideration, this day in hand paid to the undersigned **Kristi L. Parker, and husband, and Ralph C. Parker**, (hereinafter referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEES, **Edmond Darby Henley, Jr. and Susan Sherer Henley**, (hereinafter referred to as GRANTEES), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described Real Estate, lying and being in the County of **Shelby**, State of Alabama, to-wit:

Lot 802, according to the Survey of Greystone Legacy 8th Sector, Phase I, as recorded in Map Book 31, Page 14 A, B and C, in the Probate Office of Shelby County, Alabama.

Subject To:

- 1) Ad valorem taxes for 2012 and subsequent years not yet due and payable until October 1, 2012.
- 2) Existing covenants and restrictions, easements, building lines and limitations of record.
- 3) Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Greystone Legacy, 8th Sector, Phase 1, recorded in Map Book 31, Page 14 A-C in said Probate Office.
- 4) Reciprocal easement agreement as recorded in Instrument No. 20040102000001560 in said Probate Office.
- 5) Covenants, conditions and restrictions as recorded in Instrument No. 1999-50995, amended in Instrument No. 2000-4911, Instrument No. 2000-34390, Instrument No. 2000-40197, Instrument No. 2001-16407, Instrument No. 2001-48193, Instrument No. 20020823000401390, Instrument No. 20021003000479580, Instrument No. 2003022000107790, Instrument No. 20030424000253400, Instrument No. 203050700283000, Instrument No. 20031023000711510, Instrument No. 2003110500073550, Instrument No. 2001012900047160, Instrument No. 20040521000271310, Instrument No. 20040927000532560, Instrument No. 20061013000509240 and Instrument No. 20070810000378920 in said Probate Office.
- 6) Conveyance of sewer facilities granted to Shelby County, Alabama as recorded in Instrument No. 200414/6019 in said Probate Office.
- 7) Declaration of Watershed Protective Covenants as recorded in Instrument No. 2000-17644 with Assignment and Assumption Agreement as recorded in Instrument No. 2000-20625 and amended in Instrument No. 2002-47637 in said Probate Office.
- 8) Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property as recorded in Real 261, Page 493. Anything to the contrary notwithstanding 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) Covenants and agreements for water service as recorded in Real 235, Page 574 and amended in Instrument No. 1992-20786 and Instrument No. 1993-20840 in said Probate Office.
- 10) Reciprocal easement agreement as recorded in Instrument No. 2001-38396 in said Probate Office.

\$980,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.


20111207000368910 1/2 \$260.00
Shelby Cnty Judge of Probate, AL
12/07/2011 10:26:36 AM FILED/CERT

Shelby County, AL 12/07/2011
State of Alabama
Deed Tax: \$245.00

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEEES, and with GRANTEEES' heirs and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEEES, and GRANTEEES' heirs and assigns, forever against the lawful claims of all persons.


Kristi L. Parker


Ralph C. Park

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Kristi L. Parker, and husband, Ralph C. Parker, whose names are signed to the foregoing conveyance and who are 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.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office.



NOTARY PUBLIC
My Commission Expires: 6/5/2015

