

(Name) ROBERT H. MYNATT

(Address) P.O. BOX 827 COLUMBIANA, AL (102C E. COLLEGE ST)

Form 1-1-22 Rev. 1-66

STATE OF ALABAMA  
COUNTY *Shelby*

KNOW ALL MEN BY THESE PRESENTS: That Whereas

*Richard A. Quinn and Diane K. Quinn*

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

*AAA Dawn Bendure*

of *Thirty thousand and no/100*  
(\$ *30,000*), evidenced by

(hereinafter called "Mortgagee", whether one or more), in the sum \_\_\_\_\_ Dollars

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the pror. payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

*Richard A. Quinn and Diane K. Quinn*

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in *Shelby* County, State of Alabama, to-wit:

*SEE ATTACHED DESCRIPTION OF PROPERTY*



20120323000101760 1/4 \$66.00  
Shelby Cnty Judge of Probate, AL  
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Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part hereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving to the mortgagor some days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in the newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns shall deem best, in front of the Court House door of said County, (or the division thereof, where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amount that may have been expended or necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale; and interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagee or assigns, and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, in connection with the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this 23 day of March, 2012

*Richard A. Gunn*  
*Richard Arms Gunn*

..... (S)  
 ..... (SEA)  
 ..... (SEAL)

THE STATE of ALABAMA }  
 Shelby COUNTY }

I, Haley L. Pate, a Notary Public in and for said County, in said State, hereby certify that Richard Arms Gunn

whose name I 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 is executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of March, 2012

Notary Public.

THE STATE of Alabama }  
 Shelby COUNTY }

I, Haley L. Pate, a Notary Public in and for said County, in said State, hereby certify that Diane Gunn

whose name as of 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 such conveyance, he, 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 the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

*Haley L. Pate*, Notary Public

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 Shelby Cnty Judge of Probate, AL  
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Return to:

TO

MORTGAGE DEED

RECORDER'S MEMORANDUM  
 At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

THIS FORM FROM

MICHAEL T. ATCHISON

ATTORNEY AT LAW

P. O. BOX 822  
 COLUMBIANA, ALABAMA 35051

This Instrument Prepared By:

Send Tax Notice To:

Walter Fletcher  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue  
Birmingham, Alabama 35205

Richard A. Quinn  
Diane K. Quinn  
5204 English Way  
Birmingham, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**STATUTORY WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Two Hundred Forty Four Thousand Nine Hundred Dollars (\$244,900.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Richard A. Quinn and Diane K. Quinn ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 62-A, according to A Resurvey of Lot 61 and 62 of the Amended Final Record Plat of Greystone Farms, English Turn Sector, Phase I, as recorded in Map Book 23 page 4 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes for 1998 and subsequent years not yet due and payable; (2) Minimum building setback lines, including, specifically, (i) Front Setback, 5 feet, (ii) Rear Setback, 0 feet, and (iii) Side Setback, 0 feet, and public easements as shown by recorded plat; (3) Building setback lines as shown by Map Book 23 page 04, and as set out in restrictions in Inst. #1995-16401, and 1st Amendment recorded in Inst. #1995-1432 and 2nd Amendment recorded as Inst. #1996-21440; (4) Declarations, Covenants and Restrictions as to Greystone Farms, as set out in Inst. #1995-16401, and 1st Amendment recorded in Inst. #1995-1432 and 2nd Amendment recorded as Inst. #1996-21440; (5) 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 121 page 294 and Deed Book 60 page 260 in Probate Office; (6) Restrictions, limitations and conditions as set out in Map Book 19, page 142 and Map Book 23, Page 04; (7) Easement(s) to Bellsouth Communications as shown by instrument recorded as Instrument #1995-7422; (8) Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265 page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. dated 7/14/94; (9) Shelby Cable Agreement recorded in Real 350 page 545; (10) Covenants and agreement for water service as set out in an Agreement recorded in Real Book 235 page 574, as modified by Agreement recorded as Instrument #1992-20786, as further modified by Agreement recorded as Instrument #1993-20840; (11) Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Instrument No. 1994-21963; (12) Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument No. 1994-22318 and 1st Amendment recorded in Inst. #1996-0530; (13) Greystone Farms Reciprocal Easement Agreement as set out as Instrument #1995-

Inst # 1997-37782

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SHELBY COUNTY JUDGE OF PROBATE  
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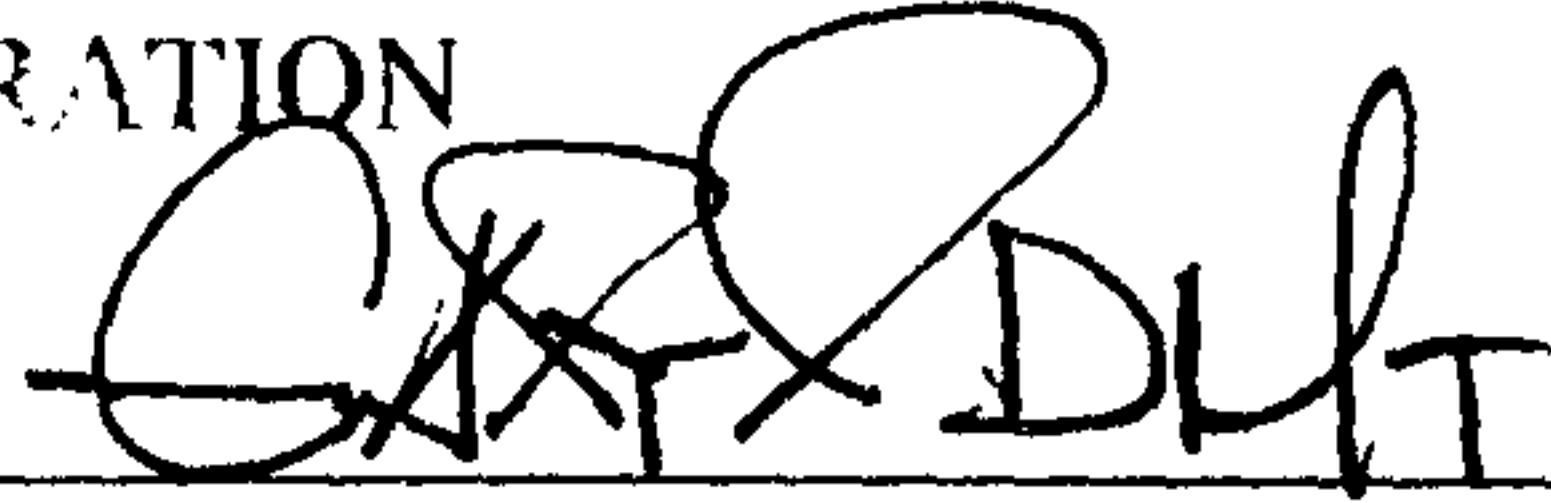
16400; (14) Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403 in the Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

TO HAVE AND TO HOLD, to the said Grantee, 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, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Greystone Lands, Inc., an Alabama corporation, by its President, Gary R. Dent, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 12 day of November, 1997.

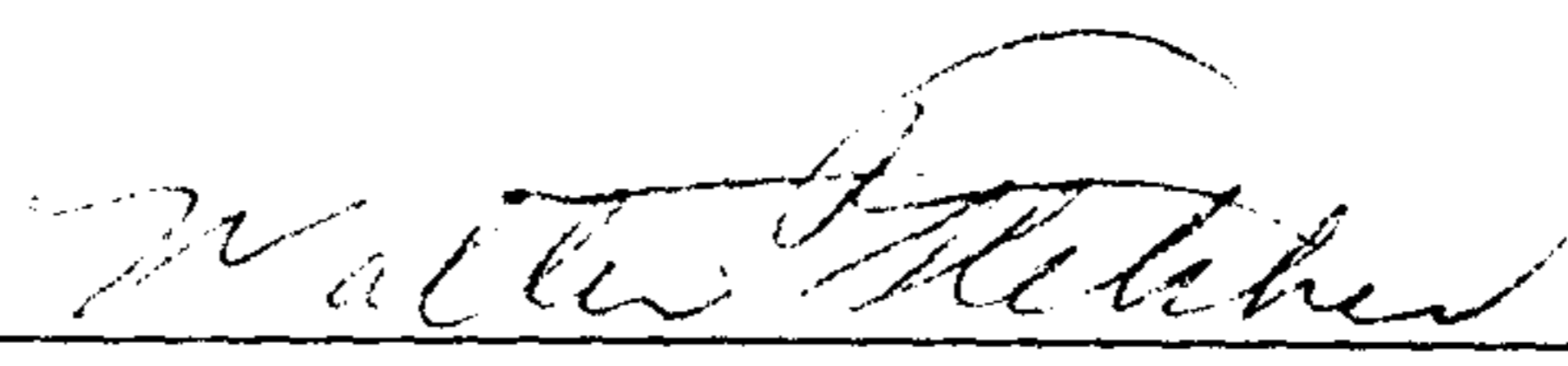
GREYSTONE LANDS, INC., AN ALABAMA CORPORATION

By:   
Gary R. Dent  
President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Gary R. Dent, whose name as President of Greystone Lands, Inc., an Alabama 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

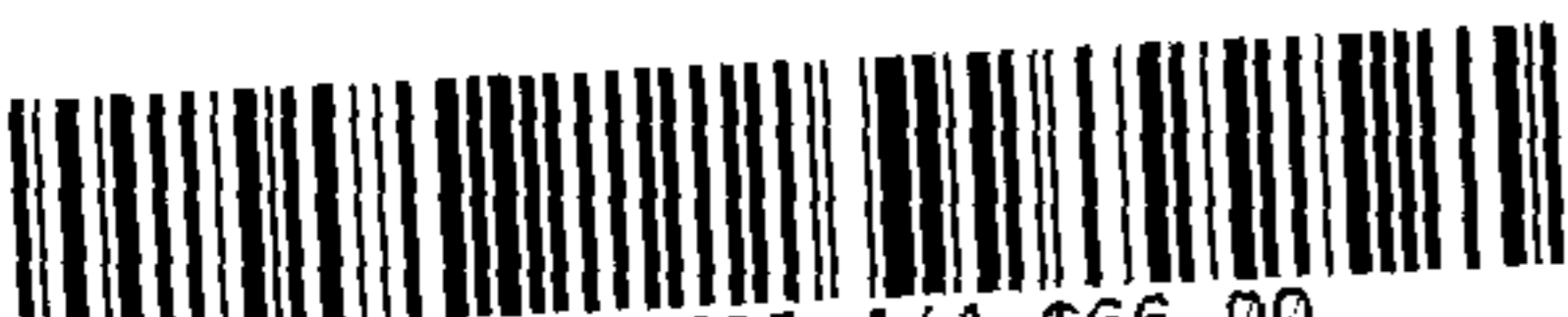
Given under my hand and seal this the 12<sup>th</sup> day of November, 1997.

  
Notary Public

{SEAL}  
My commission expires:  
5/25/2001

#26683

Inst # 1997-37782

  
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Shelby Cnty Judge of Probate, AL  
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