

WARRANTY DEED

Joint tenants with right of survivorship


20120502000151520 1/3 \$64.00
Shelby Cnty Judge of Probate, AL
05/02/2012 09:31:23 AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **Four Hundred, Fifty Nine Thousand, One Hundred, Twenty and no/100's Dollars (\$459,120.00)** to the undersigned grantors,

KIRBY D. FARRIS and wife, TAMMY M. FARRIS

in hand paid by the grantees herein, the receipt whereof is hereby acknowledged the said grantors grant, bargain, sell and convey unto

DAVID J. CROWNHART and CHERYL L. CROWNHART

as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 19, according to the Survey of Greystone, 7th Sector, Phase II, as recorded in Map Book 19, page 121, in the Probate Office of Shelby County, Alabama.

Together with the nonexclusive easement 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.

Subject to:

- 1. All taxes for the year 2012 and subsequent years.**
- 2. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting the 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 a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.**
- 6. Taxes, special assessments, and dues which are not shown as existing liens by the public records.**
- 7. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or the Board of Equalization.**

8. Restrictions, public utility easements, and building setback lines as shown on recorded map and survey of Greystone 7th Sector Phase II recorded in Map Book 19, page 121, in the Office of the Judge of Probate of Shelby County, Alabama.

9. Restrictions as recorded in Book 317, page 260, amended in Book 346, page 942, Real Book 378, page 904, Real Book 397, page 958, Instrument #1992-17890, in Instrument #1993-03123, in Instrument 31993-10163, in Instrument #1993-16982, in Instrument #1993-20968, in Instrument #1993-32740, in Instrument #1994-23329, in Instrument #1995-08111, in Instrument #1995-24267, in Instrument #1995-34231, in Instrument #1995-35679, in Instrument #1996-19860, in Instrument #1996-37514, in Instrument #1996-39737, in Instrument #1997-0253, in Instrument #1997-17833, in Instrument #1997-30081, in Instrument #1997-8614, in Instrument #1999-03331, in Instrument #1999-06309, in Instrument #1999-47817, in Instrument #20020717000334280, in Instrument #200309090006044430, in Instrument #20031023000711520, in Instrument #20031105000735510, in Instrument #20040521000271290, and in Instrument #20040630000961770.

10. Agreement with Shelby Cable, Inc., as recorded in Real 350, page 545.

11. Right of way to Alabama Power Company as recorded in Volume 109, page 505, Volume 112, page 17, Volume 305, page 637 and in Real Volume 333, page 138.

12. 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 Deed Book 4, pages 493, 495 and 497 .

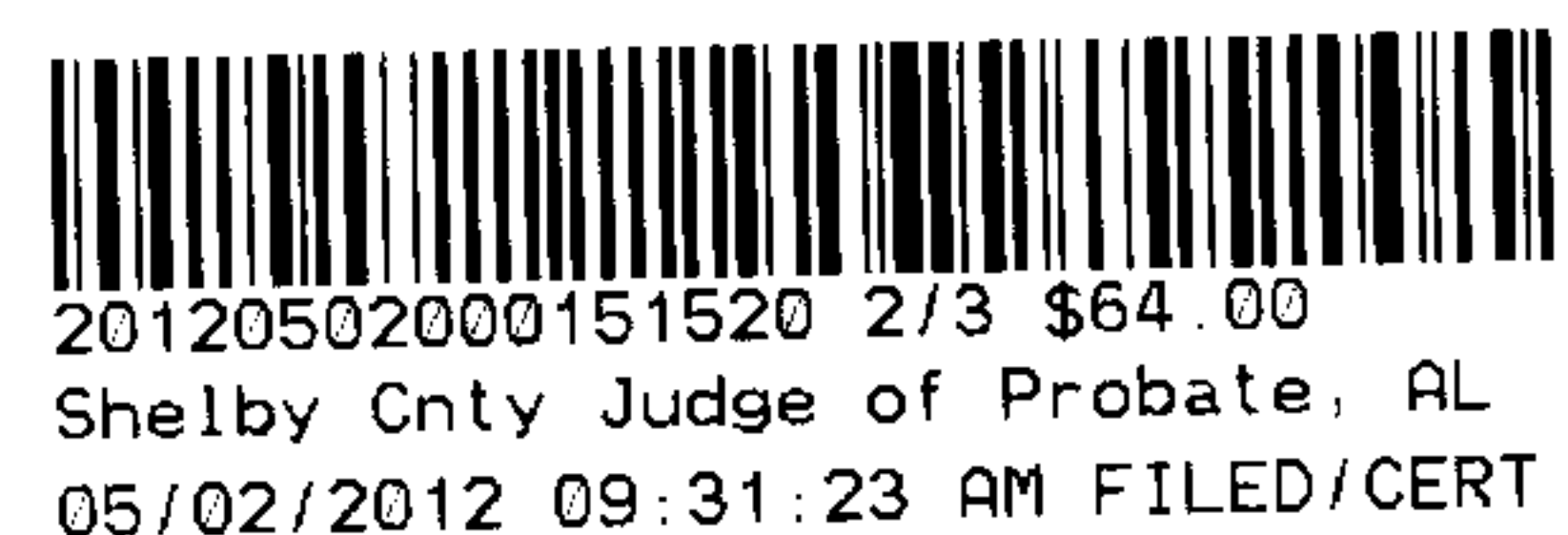
13. Reciprocal easement as recorded in Book 312, page 274, amended in Book 317, page 253.

14. Covenants and agreements for water service as recorded in Book 235, page 574.

\$413,208.00 of the consideration is paid by Purchase Money Mortgages filed simultaneously herewith.

TO HAVE AND TO HOLD, to 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 or more grantees 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.

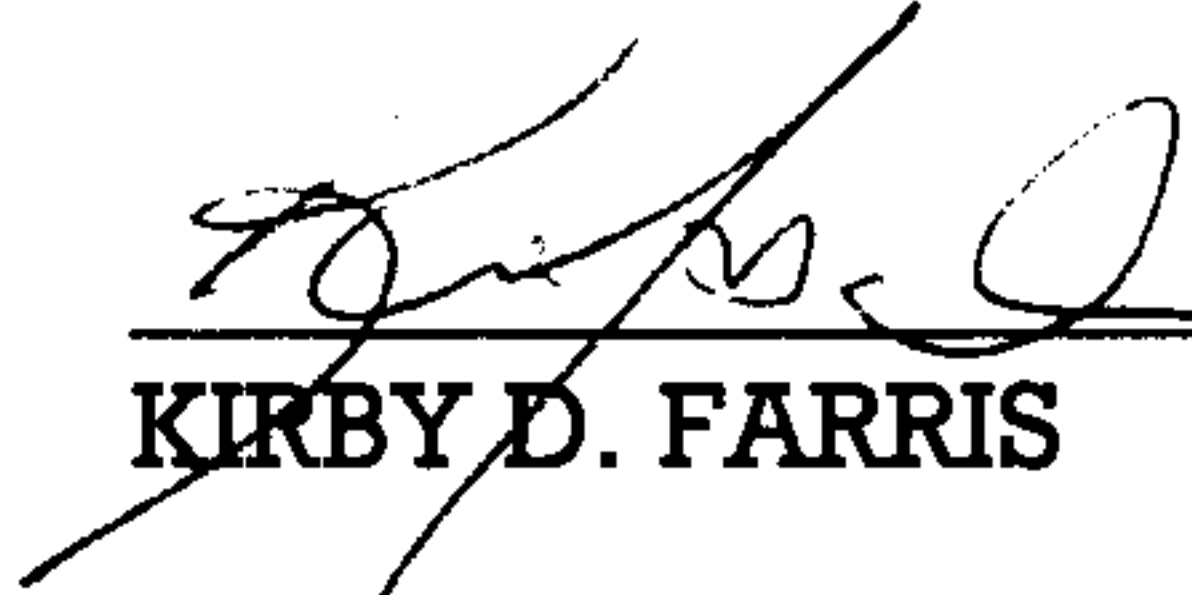
And we do, for ourselves and for our heirs, executors and administrators covenant with the said grantees, their heirs and assigns, that we are lawfully seized in



fee simple of said premises, that they are free of all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and my 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, we have hereunto set my hand and seal, this the 26th day of April, 2012.

WITNESS:

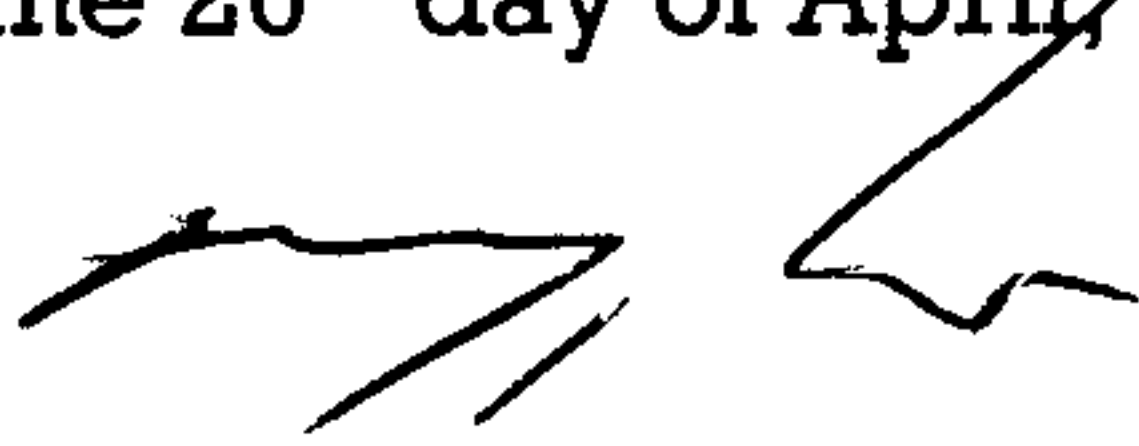

KIRBY D. FARRIS


TAMMY M. FARRIS

STATE OF ALABAMA
SHELBYCOUNTY

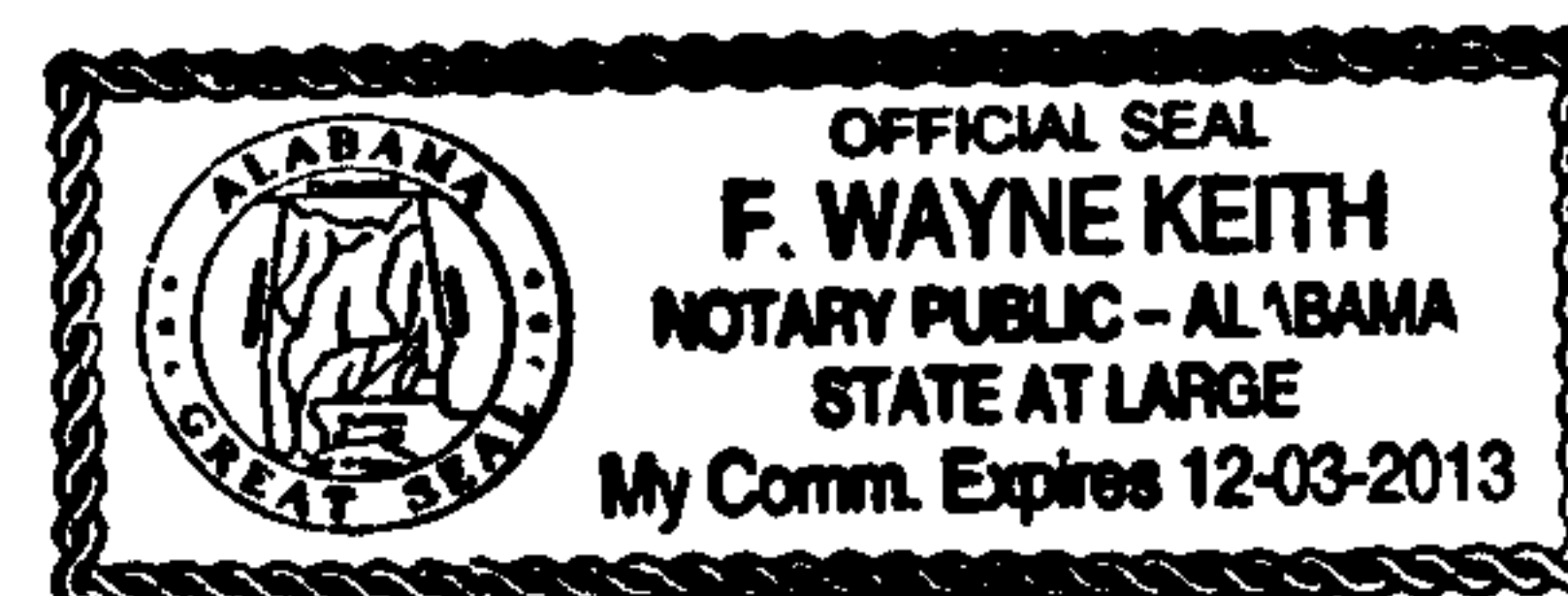
I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Kirby D. Farris and Tammy M. Farris, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 26th day of April, 2012.



Notary Public

THIS INSTRUMENT WAS PREPARED BY:
F. Wayne Keith, Attorney
120 Bishop Circle
Pelham, Alabama 35124



SEND TAX NOTICE TO:
David J. Crownhart
6121 Rosemont Court
Birmingham, Alabama 35242


20120502000151520 3/3 \$64.00
Shelby Cnty Judge of Probate, AL
05/02/2012 09:31:23 AM FILED/CERT

Shelby County, AL 05/02/2012
State of Alabama
Deed Tax: \$46.00