

This instrument prepared by:

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

Send Tax Notice To:

Patricia R. Rockett  
137 Greystone Glen Drive  
Birmingham, Alabama 35242

**GENERAL WARRANTY DEED**

**STATE OF ALABAMA** )

) **KNOW ALL MEN BY THESE PRESENTS:**

**SHELBY COUNTY** )

That for and in consideration of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) to the undersigned TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company ("Grantor"), in hand paid by PATRICIA R. ROCKETT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of The Glen Estates, as recorded in Map Book 19, Page 9 A&B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Property conveyed herein is subject to: (1) General and special taxes or assessments for 1997 and subsequent years not yet due and payable; (2) Public easements as shown by recorded plat; (3) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 111, page 408 in said Probate Office; (4) Easement Agreement between Daniel Oak Mountain Limited and School House Properties as set out as Instrument #1993-22440 in said Probate Office; (5) Covenant and Agreement for Water Service as set out in agreement recorded in Real 235, page 574, Instrument #1992-20786 and by Instrument #1993-20840 in said Probate Office; (6) Greystone Closé Development Reciprocal Easement Agreement dated June 6, 1991 and recorded in Real Book 346, Page 848 (the "Easement Agreement"), the First Amendment to the Easement Agreement as recorded in Real 380, page 639, the Second Amendment to the Easement Agreement as recorded as Instrument # 1993-29620 and Third Amendment to the Easement Agreement recorded as Instrument #1995-16399, all as recorded in said Probate Office; (7) Greystone Closé Development Declaration of Covenants, Conditions and Restrictions dated June 6, 1991, recorded in Real Book 346, page 873, (the "Declaration"), the First Amendment to the Declaration as recorded in Real 380 page 635 and the Second Amendment to the Declaration recorded as Instrument #1995-16398, all as recorded in said Probate Office; (8) Sanitary Sewer Easement as set out in Map Book 19, page 96 and as Instrument #1995-4393 in said Probate Office; and (9) Mineral and mining rights not owned by Grantor.

**TO HAVE AND TO HOLD** unto the said Grantee, her heirs and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, her heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances except as set out above, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, Grantor TAYLOR PROPERTIES, L.L.C., by and through Michael D. Fuller, its Manager, who is authorized to execute this General Warranty Deed as provided in Grantor's Articles of Organization, Operating Agreement

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Inst # 1997-11259

and the November 19, 1996 Amended and Restated Operating Agreement which, as of the date hereof, have not been further modified or amended, has hereto set its signature and seal this 9 day of April, 1997.

TAYLOR PROPERTIES, L.L.C., an Alabama  
limited liability company

By: Michael D. Fuller

Michael D. Fuller  
Its Manager

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael D. Fuller, whose name as Manager of Taylor Properties, L.L.C., an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 9 day of April, 1997.

John D. Jensen  
Notary Public

[SEAL]

My Commission Expires:

7-26-97

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