GREYSTONE

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:
SHEILA D. ELLIS
DANIEL CORPORATION
P. O. BOX 385001
BIRMINGHAM, ALABAMA 35238-5001

SEND TAX NOTICE TO:
James F. Clayton
[redacted]
3536 Shandwick Place
Birmingham, AL 35242

THIS STATUTORY WARRANTY DEED is executed and delivered on this 20th day of June, 1991 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of James F. Clayton and wife, Kathryn J. Clayton ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $57,855.00 XXXXXXXXXXXXXXXXXXXX, in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 117, according to the Map and Survey of Greystone - 1st Sector, 1st Phase, as recorded in Map Book 14, Page 91 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 (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

1. Any dwelling built on the Property shall contain not less than 2,600 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,000 square feet of Living Space, as defined in the Declaration, for multi-story homes.
2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:
   (i) Front Setback: 50 feet;
   (ii). Rear Setback: 50 feet;
   (iii) Side Setbacks: 15 feet.

   The foregoing setbacks shall be measured from the property lines of the Property.
3. Ad valorem taxes due and payable October 1, 1991, and all subsequent years thereafter.
4. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
5. Mining and mineral rights not owned by Grantor.
6. All applicable zoning ordinances.
7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration.
8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

19910626000183640 1/1 $.00
Shelby Cnty Judge of Probate, AL
06/26/1991 12:00:00AM FILED/CERT

BOOK 350 PAGE 425

STATUTORY WARRANTY DEED

JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that:

(i) Grantor shall not be liable for and Grantees, jointly and severally, hereby waive and release 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 Grantees 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;

(ii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouses, condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as "MD" or medium density residential land use classifications on the Development Plan for the Development; and

(iii) The purchase and ownership of the Property shall not entitle Grantees or the family members, guests, invitees, heirs, successors or assigns of Grantees, to any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of revision.

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, Its General Partner

By: [signature]

Its: Sr. Vice President

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
91 JUN 26 PM 2:55
JUDGE OF PROBATE

Deed Tax 58.00
Mtg Tax
Recording Fee 2.50
Index Fee 3.00
Certified 1.00
Total 64.50

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 20th day of JUNE, 1991.

Sheila D. Ellis
Notary Public
My Commission Expires: 2/26/94

11/90