RICHARD L. HARDER and SUE O. HARDER 4030 Greystone Drive

(Name) \ DAVID F. OVSON, Attorney at Law Birmingham, Alabama 35242

(Address) 728 Shades Creek Parkway, Suite 120, Birmingham, Alabama 35209

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS,

JEFFERSON COUNTY OF

That in consideration of Four Hundred Twenty-Three Thousand Five Hundred and No/100 DOLLARS

a corporation. to the undersigned grantor, KERR COMPANIES, INC. (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

RICHARD L. HARDER and SUE O. HARDER

(herein referred to as 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 estate, situated in Shelby County, Alabama, to-wit:

See the attached Exhibit "A" for the legal description of the property conveyed herein which is incorporated herein and made a part hereof.

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TO HAVE AND TO HOLD, To 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 reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances,

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 GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

Walter L. Kerr, Jr. IN WITNESS WHEREOF, the said GRANTOR, by its President, 1991 who is authorized to execute this conveyance, has hereto set its signature and seal, this the 26thday of July

ATTEST:

ALABAMA STATE OF COUNTY OF JEFFERSON

the act of said corporation,

a Notary Public in and for said County in said

the undersigned Walter L. Kerr, Jr. State, hereby certify that KERR COMPANIES, INC. President 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as

Given under my hand and official seal, this the 26th day of

FORM NO LT004

SEND TAX NOTICE TO.

EXHIBIT "A"

Lot 17, according to the survey of GREYSTONE - 1 Sector, 1st Phase, as recorded in Map Book 14, page 91, in the Probate Office of Shelby County, Alabama; being situated in

Shelby County, Alabama.

Together with the non exclusive easements 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 and First Amendment to Greystone Residential Declaration of Covenants and Conditions and Restrictions recorded in Real 346, page 942.

SUBJECT TO:

1. Ad valorem taxes for the year 1991, which are a lien, but not yet due and payable until October 1, 1991.

2. Minimum square footage requirements and building set back lines pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260.

3. Public utility easements as shown by recorded plat, including a 10 foot on the

Northwesterly rear side of lot.

4. Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317, page 260, amended by Affidavit as recorded 병in Real 319, page 235, and First Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346, page 942.

5. Amended and Restated Restrictive Covenants as set out in instrument recorded in

Real 265, page 96.

6. Transmission Line Permits to Alabama Power Company recorded in Deed Book 109, page ₹505; Deed Book 112, page 517; and Deed Book 305, page 637.

≥7. Rights of others to use of Hugh Daniel Drive and Greystone Drive, as described in instrument(s) recorded in Deed Book 301, page 799.

8. Covenant and Agreement for Water Service, as set out in instrument recorded in Real 235, page 574.

9. Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, page 274, and as amended by Real 317, page 253.

10. 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 4, page 486; Deed Book 121, page 294; and Deed Book 60, page 260. 11. Agreement with Alabama Power Company in regards to underground cables as set out in Real 333, page 138.

12. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama limited partnership and Shelby Cable, Inc. recorded in Real 350, page 545.

13. Release of damages as set out in Deed recorded in Real 325, page 120 from Daniel Oak Hountain Limited Partnership to Kerr Companies, Inc. and in Declarations of Covenants, Conditions and Restrictions recorded in Real 317, page 260.

\$220,000.00 of the purchase price recited above was derived from the proceeds of a mortgage loan closed simultaneously herewith.

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JUDGE OF PROBATE