

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:

Mr. John C. Kimbrell, Jr.  
Kimbrell Homes, Inc.  
2035 Country Ridge Circle  
Birmingham, Alabama 35243

✓ SEND TAX NOTICE TO:  
Ms. Carol F. Thompson  
25 West Oxmoor Road  
Suite 16  
Birmingham, Alabama 35209

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered  
on this 4th day of December, 1991 by KIMBRELL HOMES, INC.,  
an Alabama corporation ("Grantor"), in favor of CAROL F.  
THOMPSON ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in  
consideration of the sum of Ninety-Two Thousand Eight  
Hundred Ten Dollars (\$92,810.00), in hand paid by Grantee  
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 Grantee the following described real  
property (the "Property") situated in Shelby County,  
Alabama:

Lot 140, according to the Map and Survey of  
Greystone - 1st Sector, Phase II, as recorded in  
Map Book 15, Pages 58, 59, 60 and 61 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, 1992, 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, buildings setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for herself and her heirs, executors, administrators, personal representatives and assigns, that:

(i) 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;

(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 Grantee or the family members, guests, invitees, heirs, successors or assigns of Grantee, 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 Grantee, her heirs, executors, administrators, personal representatives and assigns forever.

IN WITNESS WHEREOF, the undersigned KIMBRELL HOMES, INC. has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

KIMBRELL HOMES, INC.,  
an Alabama corporation

By: [Signature]

Its: [Signature]

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that John C. Kimbrell, Jr. whose name as President of KIMBRELL HOMES, INC., an Alabama corporation, 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.

Given under my hand and official seal, this the 4<sup>th</sup> day of December, 1991.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 DEC -5 PM 12:04

JUDGE OF PROBATE

Martha H. Rockwell  
Notary Public  
My Commission Expires: 4/14/93

1. Deed Tax	\$ 93.40
2. Mtg. Tax	\$
3. Recording Fee	\$ 7.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 104.50