THIS INSTRUMENT PREPARD 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:
Ms. Martha V. Johnson
3012 Weatherton Circle
Birmingham, AL 35242

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 17th day of February, 1994 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of Martha V. Johnson ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Eighty Thousand and No/100 Dollars ($180,000.00), 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 23, according to the Amended Map, The Crest at Greystone, as recorded in Map Book 18, Page 17 A, B, C, & D 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 Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1993 and recorded as Instrument No. 1992-22103 in the Probate Office of Shelby County, Alabama and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

The Property is conveyed subject to the following:

1. The Property shall be used for single-family residential purposes only and any Dwelling built thereon shall contain a minimum of 4,000 square feet of Living Space, as defined in the Declaration.

2. The Property is subject to the building setback limitations specified in Sections 6.04 and 6.05 of the Declaration and the 30-foot Buffer Area along the front Lot line of the Property as set forth in Section 3.10 of the Declaration.

3. Ad valorem taxes due and payable October 1, 1994, 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.

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, occupents 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; and

(ii) 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 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: _____
Its: Sr. Vice President

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 17th day of February, 1994.

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

1994-05519
02/18/1994-05519
10:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 188.50

Inst # 1994-05519

Calaba Title