

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

Inst # 1994-11074
04/08/1994-11074
08:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.50

Value
\$5,000.00

SEND TAX NOTICE TO:
Shaw-McKelvey Properties, Inc.
505 Turtle Lake Drive
Birmingham, AL 35242

GENERAL WARRANTY DEED

THE STATE OF ALABAMA)
COUNTY OF SHELBY) : KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN DOLLARS AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION, (\$10.00) DOLLARS, in hand paid to the undersigned, Michael S. Reddy, a married man, (hereinafter referred to as "GRANTOR"), by Shaw-McKelvey Properties, Inc., a corporation, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 42, according to the Map of Greystone, 6th Sector, as recorded in Map Book 17, Page 54 A, B & C 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, in the Probate Office of Shelby County, Alabama and all amendments thereto.

SUBJECT TO:

1. Ad valorem taxes for the current year, 1994.
2. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that the ad valorem taxes for subject property have been paid under a current use assessment.
3. Building setback lines pursuant to the terms of the Declaration of Covenants, Conditions, and Restrictions recorded in Real 317, Page 260, as amended, and Map Book 17, Page 54 A, B, & C and as Instrument #1993-41063 in Probate Office.
4. Public utility easements as shown per recorded plat; irregular easement on rear and 7.5 feet on the Easterly side of lot.
5. 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 60, Page 260, Deed Book 4, Page 497, Deed Book 51, Page 544 and Deed Book 121, Page 294 in Probate Office.
6. Underground Transmission Line Permit granted to Alabama Power Company by instrument recorded in Deed Book 305, Page 637 and covenants recorded as Instrument #1994-1193 in Probate Office.
7. Covenants releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 17, Page 54 A, B, & C in Probate Office.
8. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265, Page 96 in Probate Office.
9. Rights of others to use of Hugh Daniel Drive and Greystone Drive, as described in instrument recorded in Deed Book 301, Page 799 in Probate Office.

10. Covenants and Agreement for Water Services, as set out in instrument recorded in Real 235, Page 574 and amended in agreement recorded as Instrument #1993-20840 in Probate Office.
11. Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312, Page 274 in Probate Office and 1st Amendment by Real 317, Page 253 and 2nd Amendment as Instrument #1993-3124 in Probate Office.
12. Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317, Page 260, amended by Affidavit as recorded in Real 319, Page 235 and First Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 346, Page 942; Second Amendment to Restrictions as recorded in Real 378, Page 904, and Third Amendment to Restrictions recorded in Real 397, Page 958, and Fourth Amendment to Restrictions recorded as Instrument #1992-17890, and Fifth Amendment to Restrictions as Instrument #1993-3123, and Sixth Amendment to Restrictions as Instrument #1993-10163, and Seventh Amendment to Restrictions as Instrument #1993-16982, and Eighth Amendment to Restrictions as Instrument #1993-20968 and Ninth Amendment to Restrictions as Instrument #1993-29620 and in deed as Instrument #1993-41063 in Probate Office.
13. Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 545 in Probate Office.
14. Release of damages as set out in instrument recorded as Instrument #1993-41063 in Probate Office.

"NO PART OF THE REAL PROPERTY CONVEYED HEREIN CONSTITUTES THE HOMESTEAD OF THE GRANTOR, NOR THE GRANTOR'S SPOUSE".

TO HAVE AND TO HOLD to the said GRANTEE, its heirs and assigns forever.

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEE, its heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, its heirs and assigns forever, against the lawful claims of all persons.

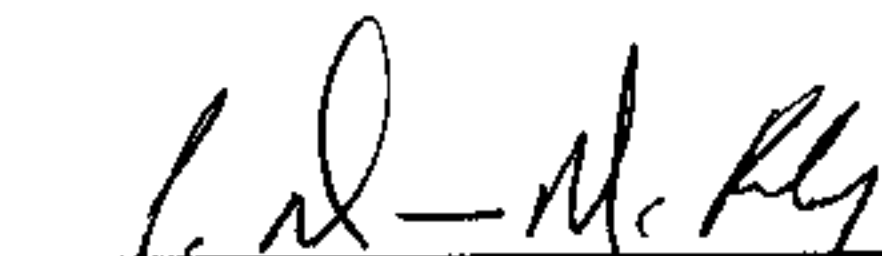
GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, Michael S. Reddy, as GRANTOR, has hereunto set his hand and seal, this 31st day of March, 1994.

IN WITNESS WHEREOF, the said Shaw-McKelvey Properties, Inc., a corporation, by its Vice President, P. Dunn McKelvey, who is authorized to execute this conveyance as GRANTEE, has hereto set its signature and seal, this 31st day of March, 1994.


Michael S. Reddy (SEAL)
GRANTOR

Shaw-McKelvey Properties, Inc.


BY: P. Dunn McKelvey (SEAL)
ITS: Vice President
GRANTEE

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael S. Reddy, a married man, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of March, 1994.

Mindy L. Posey
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES DECEMBER 31, 1997

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that P. Dunn McKelvey, whose name as Vice President, of Shaw-McKelvey Properties, Inc., a corporation, is signed to the foregoing conveyance as GRANTEE, 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 on for and as the act of said corporation.

Given under my hand and official seal this 31st day of March, 1994.

Mindy L. Posey
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES DECEMBER 31, 1997

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