

**QUITCLAIM DEED AND
RECONVEYANCE BY STATUTORY WARRANTY DEED**

THIS QUITCLAIM DEED AND RECONVEYANCE BY STATUTORY WARRANTY DEED is executed and delivered on this 18th day of April, 1994 by and between JACK E. KEMPGENS and wife, BARBARA KEMPGENS ("Purchaser") and DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel").

RECITALS:

Pursuant to Statutory Warranty Deed dated as of June 22, 1993), recorded as Instrument No. 1993-18487 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), Daniel transferred and conveyed to Purchaser the following described real property (the "Original Lot") situated in Shelby County, Alabama:

Lot 14, according to the Survey of The Crest at Greystone, as recorded in Map Book 16, Page 108 in the Office of the Judge of Probate of Shelby County, Alabama.

Daniel, Purchaser and the owners (and each of their respective mortgagees) of all of the lots reflected on the subdivision plat entitled "the Survey of The Crest at Greystone", as recorded in Map Book 16, Page 108 in the Probate Office (the "Original Subdivision Plat"), have amended and restated the Original Subdivision Plat in its entirety by execution of the Amended Map, The Crest at Greystone, as recorded in Map Book 18, Page 17 A, B, C & D in the Probate Office (the "Amended and Restated Subdivision Plat"). The Amended and Restated Subdivision Plat reflects the accurate and final as-built location of the private roadway known as "Greystone Crest", and the realigned lot lines of some of the lots shown on the Original Subdivision Plat.

As a result of the changes reflected in the Amended and Restated Subdivision Plat, (i) Purchaser has agreed to quitclaim to Daniel all of Purchaser's right, title and interest in the Original Lot and (ii) Daniel has agreed to transfer and reconvey to Purchaser by statutory warranty deed Lot 14, according to and as shown by the Amended and Restated Subdivision Plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that:

I. Quitclaim Deed

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Daniel to Purchaser and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Purchaser, Purchaser does by these presents, REMISE, RELEASE, QUITCLAIM, SELL and CONVEY unto Daniel all of Purchaser's right, title and interest in and to the Original Lot, which is more particularly described as follows:

Lot 14, according to the Survey of The Crest at Greystone, as recorded in Map Book 16, Page 108 in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD unto Daniel, its successors and assigns, forever.

Daniel, by acceptance of the Purchaser's interest in the Original Lot by the foregoing conveyance, shall not be deemed to have assumed any obligation or liability to pay or perform any of Purchaser's obligations under any lien, judgment, mortgage, security agreement or any other encumbrance which may encumber any portion of the Original Lot.

II. Reconveyance by Statutory Warranty Deed

For and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Purchaser to Daniel and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Daniel, Daniel does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Purchaser the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 14, according to the Amended Map, The Crest at Greystone, as recorded in Map Book 18, Page 17 A, B, C & D in the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER WITH the non-exclusive 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, 1992 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, 1993, 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 Daniel.
6. All applicable zoning ordinances.
7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration.

05/13/1994-15566
09:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

Inst # 1994-15566

8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record, including, specifically, any lien, judgment, mortgage, security agreement or other encumbrance encumbering the Property as a result of any act or omission of Purchaser occurring on or after June 22, 1993.

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

(i) Daniel shall not be liable for and Purchaser, jointly and severally, hereby waives and releases Daniel, 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 Purchaser 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 Daniel; and

(ii) The purchase and ownership of the Property shall not entitle Purchaser or the family members, guests, invitees, heirs, successors or assigns of Purchaser, 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 Purchaser, 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.

IN WITNESS WHEREOF, Purchaser and Daniel have caused this Quitclaim Deed and Reconveyance by Statutory Warranty Deed to be executed as of the day and year first above written.

PURCHASER:

Jack E. Kempgens
JACK E. KEMPGENS

Barbara Kempgens
BARBARA KEMPGENS

DANIEL:

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 ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, as Notary Public, in and for said County in said State, hereby certify that JACK E. KEMPGENS and BARBARA KEMPGENS are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of this instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of APRIL, 1994.

Marsha L. Letson
Notary Public
My Commission Expires: 5/18/94

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 Senior 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 18th day of April, 1994.

Sheila H. Ellis
Notary Public
My Commission Expires: 2/26/98

This instrument prepared by and upon recording should be returned to:
Stephen R. Monk, Esq.
Daniel Realty Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242

Inst # 1994-15566

05/13/1994-15566
09:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE