

This instrument prepared by:
Mary P. Thornton
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205

Send Tax Notice to:
Greystone Ridge, Inc.
601 Beacon Parkway, West
Suite 209
Birmingham, Alabama 35209

STATUTORY WARRANTY DEED

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

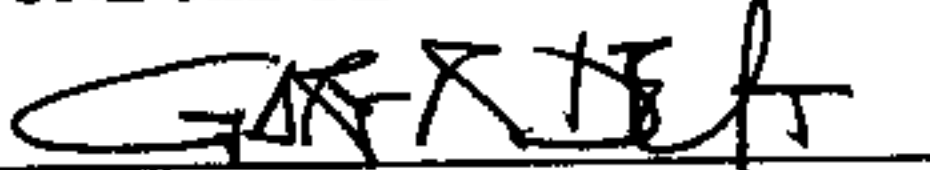
That for and in consideration of the assumption of that Accomodation Mortgage and Security Agreement executed by GRANTOR in favor of Compass Bank (formerly Central Bank of the South), recorded at Instrument #1992-7102 in the Office of the Judge of Probate of Shelby County, Alabama, as amended, and other good and valuable consideration to the undersigned GREYSTONE RIDGE PARTNERSHIP, an Alabama general partnership, ("GRANTOR") in hand paid by GREYSTONE RIDGE, INC., an Alabama corporation ("GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, GRANTOR does by these presents grant, bargain, sell and convey unto the said GRANTEE the following described real estate situated in Shelby County, Alabama, to-wit:

SEE EXHIBITS A, B AND C ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, GRANTOR, GREYSTONE RIDGE PARTNERSHIP, an Alabama general partnership, by Gary R. Dent, its Managing Partner, who is authorized to execute this conveyance, has hereto set its signature and seal this 10th day of May, 1994.

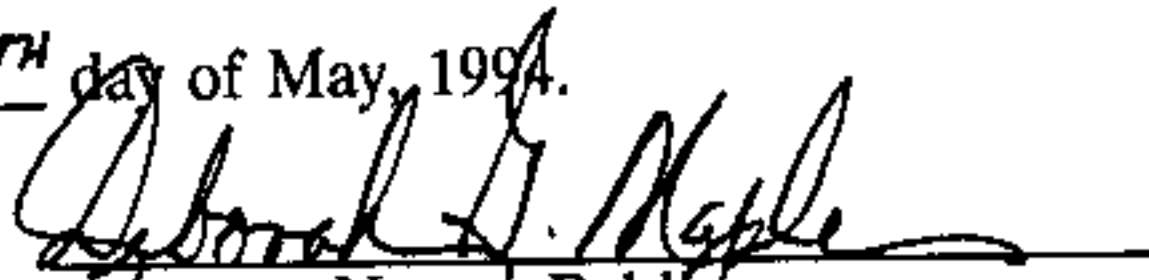
GREYSTONE RIDGE PARTNERSHIP

By: 
Gary R. Dent
Its Managing Partner

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Gary R. Dent, whose name as Managing Partner of Greystone Ridge Partnership, an Alabama general partnership, 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, in his capacity as such officer and with full authority, executed the same voluntarily, for and as the act of said partnership.

Given under my hand and seal, this 10TH day of May, 1994.


Notary Public

[SEAL]

My commission expires:

October 14, 1996

Inst # 1994-16983

05/26/1994-16983
10:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 HCB 32.00

Inst # 1994-16983

EXHIBIT A

Lots 6, 7, 9, 10, 12, 13, 14, 15, 16, 18, 22, 32, 33, and 39 according to the Survey of Greystone Ridge Garden Homes, as recorded in Map Book 16 page 31 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 107-A according to the Resurvey of Lots 107 and 108, Greystone Ridge Garden Homes, as recorded in Map Book 18, page 46 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO that mortgage given by Greystone Ridge Partnership to Central Bank of the South, recorded as Instrument #1992-7102 and amended as Instrument #1992-8750 and 2nd Amendment recorded as Instrument #1992-9709 and 3rd Amendment recorded as Instrument #1992-13902 and 4th Amendment recorded as Instrument #1992-14169 and 5th Amendment recorded as Instrument #1992-17964 and 6th Amendment recorded as Instrument #1992-21533 and 7th Amendment recorded as Instrument #1993-1023 and 8th Amendment recorded as Instrument #1993-4546 and 9th Amendment recorded as Instrument #1993-9181 and 10th Amendment recorded as Instrument #1993-10458 and 11th Amendment recorded as Instrument #1993-15154 and 12th Amendment recorded as Instrument #1993-15155 and 13th Amendment recorded as Instrument #1993-19341 and 14th Amendment recorded as Instrument #1993-21231 and 15th Amendment recorded as Instrument #1993-22016 and 16th Amendment recorded as Instrument #1993-22018 and 17th Amendment recorded as Instrument #1993-22020 and 18th Amendment recorded as Instrument #1993-23900 and 19th Amendment recorded as Instrument #1993-23903 and 20th Amendment recorded as Instrument #1993-29955 and 21st Amendment recorded as Instrument #1993-29957 and 22nd Amendment recorded as Instrument #1993-35581 and 23rd Amendment recorded as Instrument #1993-35583 and 24th Amendment recorded as Instrument #1993-37885 and 25th Amendment recorded as Instrument #1993-37888 and 26th Amendment recorded as Instrument #1993-41571 and 27th Amendment recorded as Instrument #1993-41574 and 28th Amendment recorded as Instrument #1994-2738 and 29th Amendment recorded as Instrument #1994-2741 and 30th

Amendment recorded as Instrument #1994-5808 and 31st Amendment recorded as Instrument #1994-5810 and 32nd Amendment recorded as Instrument #1994-5812 and 33rd Amendment recorded as Instrument #1994-8660 and 34th Amendment recorded as Instrument #1994-8662, in said Probate Office.

ALSO SUBJECT TO: (1) General and special taxes or assessments for 1994 and subsequent years not yet due and payable, including any additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment; (2) Building setbacks as shown in Declaration of Greystone Ridge Covenants, Conditions and Restrictions recorded as Document No. 1992-4720 in Probate Office; (3) Public utility easements as shown by recorded plat; (4) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 141 page 180, Real 333 page 201 and Real 377 page 441 in Probate Office; (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 4 pages 486, 493 and 495 in Probate Office; (6) Rights of others to use of Hugh Daniel Drive, as described in instrument recorded in Deed Book 301 Page 799 in Probate Office; (7) Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235 Page 574 and as amended by agreement as set out as Instrument #1993-20840 in Probate Office; (8) Restrictions, covenants, conditions and building setback lines as set out in Amended Restated Restrictive Covenants recorded in Real 265 Page 96 in the Probate Office of Shelby County, Alabama; (9) Greystone Multi-family Declaration of Covenants, Conditions and Restrictions, as recorded in Real 316 Page 239, as amended by First Amendment recorded in Real 319 page 238, Second Amendment as recorded in Real 336 page 281, Third Amendment recorded as Instrument No. 1992-4710, and Fourth Amendment recorded as Instrument #1993-10164 in Probate Office; (10) Greystone Ridge Garden Homes and First Addition to Greystone Ridge Garden Homes Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 1992-4720 in Probate Office; (11) Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312 page 274, and First Amendment recorded in Real 317 page 253 and Second Amendment recorded as Instrument #1993-3124 in Probate Office; (12) Agreement between Daniel Oak Mountain Limited Partnership and Shelby

Cable, Inc. recorded in Real 350 Page 545 in Probate Office; (13) Easement(s) to Alabama Power Company by instrument(s) recorded in Instrument #1992-26820 in Probate Office.

EXHIBIT B

Lot 32, according to the Survey of LinkSide at Greystone as recorded in Map Book 17, page 32 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 13-A according to the Resurvey of LinkSide at Greystone as recorded in Map Book 17, page 56 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO that mortgage given by Greystone Ridge Partnership to Central Bank of the South, recorded as Instrument #1992-7102 and amended as Instrument #1992-8750 and 2nd Amendment recorded as Instrument #1992-9709 and 3rd Amendment recorded as Instrument #1992-13902 and 4th Amendment recorded as Instrument #1992-14169 and 5th Amendment recorded as Instrument #1992-17964 and 6th Amendment recorded as Instrument #1992-21533 and 7th Amendment recorded as Instrument #1993-1023 and 8th Amendment recorded as Instrument #1993-4546 and 9th Amendment recorded as Instrument #1993-9181 and 10th Amendment recorded as Instrument #1993-10458 and 11th Amendment recorded as Instrument #1993-15154 and 12th Amendment recorded as Instrument #1993-15155 and 13th Amendment recorded as Instrument #1993-19341 and 14th Amendment recorded as Instrument #1993-21231 and 15th Amendment recorded as Instrument #1993-22016 and 16th Amendment recorded as Instrument #1993-22018 and 17th Amendment recorded as Instrument #1993-22020 and 18th Amendment recorded as Instrument #1993-23900 and 19th Amendment recorded as Instrument #1993-23903 and 20th Amendment recorded as Instrument #1993-29955 and 21st Amendment recorded as Instrument #1993-29957 and 22nd Amendment recorded as Instrument #1993-35581 and 23rd Amendment recorded as Instrument #1993-35583 and 24th Amendment recorded as Instrument #1993-37885 and 25th Amendment recorded as Instrument #1993-37888 and 26th Amendment recorded as Instrument #1993-41571 and 27th Amendment recorded as Instrument #1993-41574 and 28th Amendment recorded as Instrument #1994-2738 and 29th Amendment recorded as Instrument #1994-2741 and 30th Amendment recorded as Instrument #1994-5808 and 31st Amendment recorded as Instrument #1994-5810 and 32nd Amendment recorded as Instrument #1994-5812 and 33rd

Amendment recorded as Instrument #1994-8660 and 34th Amendment recorded as Instrument #1994-8662, in said Probate Office.

ALSO SUBJECT TO: (1) General and special taxes or assessments for 1994 and subsequent years not yet due and payable, including any additional tax due, if any, due to the fact that ad valorem taxes for subject property may have been paid under a current use assessment; (2) Building setback line pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317 page 260, as amended and in Map Book 17 page 32; (3) Public utility easements as shown by recorded plat; (4) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 186 page 223, Deed 239 page 214 and Deed 109 page 505 in Probate Office; (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 4 page 495; Deed 60 page 260 and Deed 121 page 294 in Probate Office; (6) Restrictions, covenants, conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265 page 96 in Probate Office; (7) Rights of others to use of Hugh Daniel Drive, as described in instrument recorded in Deed Book 301 Page 799 in Probate Office; (8) Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235 Page 574 and amended by agreement as set out as Instrument #1993-20840 in Probate Office; (9) Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317 page 260, amended by Affidavit recorded in Real 319 page 235, and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346 page 942, 2nd Amendment as recorded in Real 378 page 904, 3rd Amendment as recorded in Real 397 page 958, 4th Amendment as recorded as Instrument #1992-17890 and 5th Amendment as recorded as Instrument #1993-3123 and further amended by 6th Amendment recorded as Instrument #1993-10163 and 7th Amendment as recorded as Instrument #1993-16982 and 8th Amendment as recorded as Instrument #1993-20968 and 9th Amendment recorded as Instrument #1993-32840 in Probate Office; (10) Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 page 545 in Probate Office;

(11) Underground easement to Alabama Power Company
recorded in Deed 305 page 637 in Probate Office.

EXHIBIT C

Lots 60, 64, 65, 67, 69, 79, 94, 104 and 105 according to the Survey of Greystone Village, Phase I, as recorded in Map Book 18, Page 9 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 92-A according to the Resurvey of Lots 91 and 92 of Greystone Village, Phase I, as recorded in Map Book 18, page 68 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO that mortgage given by Greystone Ridge Partnership to Central Bank of the South, recorded as Instrument #1992-7102 and amended as Instrument #1992-8750 and 2nd Amendment recorded as Instrument #1992-9709 and 3rd Amendment recorded as Instrument #1992-13902 and 4th Amendment recorded as Instrument #1992-14169 and 5th Amendment recorded as Instrument #1992-17964 and 6th Amendment recorded as Instrument #1992-21533 and 7th Amendment recorded as Instrument #1993-1023 and 8th Amendment recorded as Instrument #1993-4546 and 9th Amendment recorded as Instrument #1993-9181 and 10th Amendment recorded as Instrument #1993-10458 and 11th Amendment recorded as Instrument #1993-15154 and 12th Amendment recorded as Instrument #1993-15155 and 13th Amendment recorded as Instrument #1993-19341 and 14th Amendment recorded as Instrument #1993-21231 and 15th Amendment recorded as Instrument #1993-22016 and 16th Amendment recorded as Instrument #1993-22018 and 17th Amendment recorded as Instrument #1993-22020 and 18th Amendment recorded as Instrument #1993-23900 and 19th Amendment recorded as Instrument #1993-23903 and 20th Amendment recorded as Instrument #1993-29955 and 21st Amendment recorded as Instrument #1993-29957 and 22nd Amendment recorded as Instrument #1993-35581 and 23rd Amendment recorded as Instrument #1993-35583 and 24th Amendment recorded as Instrument #1993-37885 and 25th Amendment recorded as Instrument #1993-37888 and 26th Amendment recorded as Instrument #1993-41571 and 27th Amendment recorded as Instrument #1993-41574 and 28th Amendment recorded as Instrument #1994-2738 and 29th Amendment recorded as Instrument #1994-2741 and 30th Amendment recorded as Instrument #1994-5808 and 31st

Amendment recorded as Instrument #1994-5810 and 32nd Amendment recorded as Instrument #1994-5812 and 33rd Amendment recorded as Instrument #1994-8660 and 34th Amendment recorded as Instrument #1994-8662, in said Probate Office.

ALSO SUBJECT TO: (1) General and special taxes or assessments for 1994 and subsequent years not yet due and payable, including any additional tax due, if any, due to the fact that ad valorem taxes for subject property may have been paid under a current use assessment; (2) Building setback line as shown by Restrictive Covenants recorded as Instrument No. 1993-20846; (3) Public utility easements as shown by recorded plat; (4) 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 121 page 294; Deed Book 60, page 260 and Deed Book 4 pages 493 and 495 in said Probate Office; (5) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 109 page 501; Deed Book 109 page 500; Deed Book 109 page 505 A & B and Deed Book 239 page 214 in said Probate Office; (6) Rights of riparian owners in and to the use of Butterfly Lake as shown by the Restrictive Covenants; (7) Covenant 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 18 page 9 in said Probate Office; (8) Rights of others to the use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301 page 799 in said Probate Office; (9) Covenant and Agreement for Water Service, as set out in agreement recorded in Real 235 page 574 and recorded as Instrument #1993-20840 in said Probate Office; (10) Amended and Restated Restrictive Covenants as set out in instruments recorded in Real 265 page 96 in said Probate Office; (11) Declaration of Protective Covenants as Instrument #1993-20846 with Articles of Incorporation of Greystone Village Homeowners recorded as Instrument #1993-20847 in said Probate Office; (12) Agreement between Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and Shelby Cable, Inc. recorded in Real 350 page 545 in said Probate Office; (22) Easement Agreement between Daniel Oak Mountain Limited Partnership and School House Properties recorded as Instrument No. 1993-22440 in said Probate Office; and (23) Amended and Restated Greystone Village

Declaration of Covenants, Conditions and
Restrictions recorded as Instrument #1994-12222 in
said Probate Office.

Inst # 1994-16983

05/26/1994-16983
10:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

010 NCD

32.00