



STATUTORY
WARRANTY DEED

JOINT TENANCY
WITH RIGHT OF
SURVIVORSHIP

08/05/1994-24507
09:43 AM CERTIFIED
SHELBY COUNTY JUDGE
AL

1994-24507

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

1994-24507
1994-24507
1994-24507

SEND TAX NOTICE TO:

M. and Mrs. Ronald C. Morris
709 Oakline Circle
Birmingham, AL 35226

THIS STATUTORY WARRANTY DEED is executed and delivered on this 29th day of July,
1994 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"),

in favor of Ronald C. Morris and wife, Nancy A. Morris ("Grantees")

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eighty-five
Thousand Dollars and No/100

Dollars (\$ 85,000.00), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged by Grantor, a receipt does to these presents, (GRANTOR, GRANTEES, WELL
and CONVEY unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of
them in fee simple, together with every contingent remainder and type of reversion, the following described and property
(the "Property") situated in Shelby County, Alabama:

Lot 53, according to the survey of Greystone 5th Sector, Phase I, as recorded in Map
Book 17 page 72 A, B & C in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to use the private roadways, Common Areas and 56th Street Drive
all as more particularly described in the Greystone Residential Declaration of Condominiums, Unit Owners and Homeowners
dated November 6, 1990 and recorded in Real 317, Page 240 in the Probate Office of Shelby County, Alabama, together
with all amendments thereto, is hereinafter collectively referred to as the "Declarations"

The Property is conveyed subject to the following:

1. Any Dwelling built on the Property shall contain not less than 3,000 square feet of lot area, as defined
in the Declaration, for a single-story house; or 3,600 square feet of lot area, 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 Declarations, the following shall be subject to the
following minimum setbacks:

- (i) Front Setback: 50 feet;
(ii) Rear Setback: 20 feet;
(iii) Side Setback: 15 feet.

The foregoing setbacks shall be measured from the property lines of the Property.

3. Ad valorem taxes due and payable October 1, 1994 and all subsequent years of assessment.

4. Fire district dues and library district assessments for the current year and all subsequent years of assessment.

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 setbacks, lines and any other matters of record.

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

(i) Grantor shall not be liable for and Grantees, jointly and severally, hereby waive and release 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 Grantor
or any other 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, row-for-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 Grantees or the family members, guests, invitees, heirs,
successors or assigns of Grantees, 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 Grantees, 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 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

[Signature]
S. Vice President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in and among, hereby certify that Stephen R. Mark
whose name is S. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN,
an Alabama corporation, is 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, said officer and each full authority executed the same voluntarily on the
day the same were due for and on the part of each corporation in its capacity as general partner.

Given under my hand and official seal, this 29th day of July, 1994
[Signature]
Notary Public
My Commission Expires 2/2/95

1994-24507

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Shelby Cnty Judge of Probate, AL
08/05/1994 09:43:50 FILED/CERTIFIED