

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
Henry T. Scott, Jr. and
Evelyn H. Scott
3408 Ivy Chase Circle
Hoover, Alabama 35226

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) and other good and valuable consideration, paid to the undersigned grantor, **ST. IVES AT GREYSTONE, INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **ST. IVES AT GREYSTONE, INC.** (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **HENRY T. SCOTT, JR. AND EVELYN H. SCOTT**, (hereinafter referred to as "Grantees") as joint tenants with right of survivorship, the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

Lot 9, according to the Survey of St. Ives at Greystone, as recorded in Map Book 15, Page 70 A & B, in the Probate Office of Shelby County, Alabama; being situated in 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 Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990, and recorded in Real 317, page 260, as Amended.

Mineral and mining rights excepted.

The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in Real 265 at Page 96, Real 356, page 653, Real 356, page 668 and Map Book 15, page 70 in the Office of the Judge of Probate of Shelby County, Alabama and all amendments thereto. (ii) the lien of ad valorem and similar taxes for 1994 and subsequent years, and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property, and (iv) Grantee hereby acknowledges and agrees that the finished floor space in the house to be built on the property herein described shall not be less than 2200 square feet for a single-story home, 2600 square feet for a 1 1/2 story home or 2800 square feet for a two or more story home; provided that any home of 1 1/2 stories or more shall contain a minimum of 1600 square feet of Living Space as defined in the Declaration, on the main floor; the property shall also be subject to the following minium setbacks: Front Property Line 20 feet; Side Property Line 10 feet; Rear Property Line 25 feet; provided, however, that any lot which abutts the Golf Club Property, as defined in the Declaration, shall have a 50 foot building set back from the Golf Club Property.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the

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CLAYTON T. SWEENEY, ATTORNEY AT LAW

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Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

TO HAVE AND TO HOLD to the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, St. Ives at Greystone, Inc. has caused this statutory warranty deed to be executed by its duly authorized officer this 30th day of September, 1994.

GRANTOR:

ST. IVES AT GREYSTONE, INC.

BY:

Charles S. Givianpour
ITS: Secretary

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

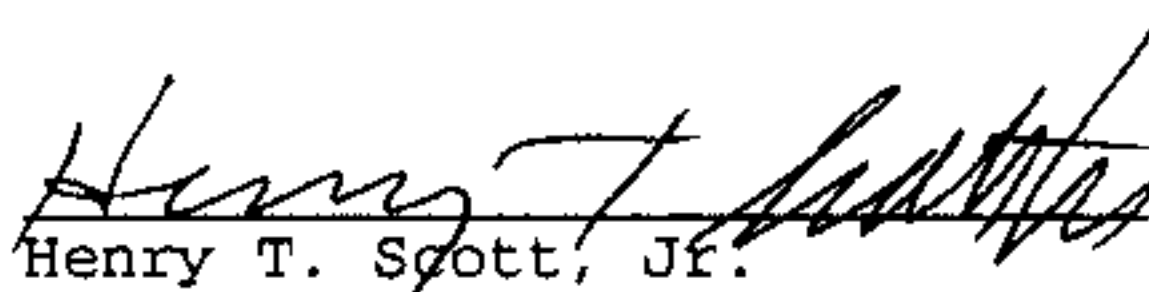
I, the undersigned, a Notary Public in and for said County in said State hereby certify that **Charles S. Givianpour** whose name as Secretary of St. Ives at Greystone, Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such officer, and with full authority, executed the same voluntarily.

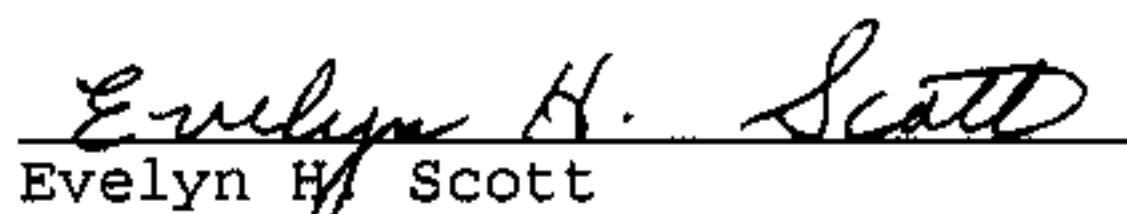
30th Given under my hand and office seal of office this the 30th day of September, 1994.

Notary Public

My Commission Expires: 5-22-95

The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove.



Henry T. Scott, Jr.


Evelyn H. Scott

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Henry T. Scott, Jr. and Evelyn H. Scott, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of September, 1994.


Notary Public
My Commission expires: 5-29-95

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