

This instrument prepared by:

Send Tax Notice To:

Mary P. Thornton  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue  
Birmingham, Alabama 35205

Benson Custom Homes, Inc.  
441 Valley View Road  
Birmingham, Alabama 35124

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**STATUTORY WARRANTY DEED**

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

That for and in consideration of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) to the undersigned TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company ("Grantor"), in hand paid by BENSON CUSTOM HOMES, INC. ("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 (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 2, according to the Survey of The Glen Estates, as recorded in Map Book 19, Page 9 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1995 and for all subsequent years thereafter.
2. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. All easements, restrictions, covenants, reservations, agreements, rights-of-way and any and all other matters of public record, including, specifically (i) the Greystone Closé Development Declaration of Covenants, Conditions and Restrictions dated June 6, 1991, recorded in Real Book 346, page 873, (the "Declaration"), the First Amendment to the Declaration as recorded in Real 380 page 635 and the Second Amendment to the Declaration recorded as Instrument #1995-16398, all as recorded in said Probate Office, and (ii) the Greystone Closé Development Reciprocal Easement Agreement dated June 6, 1991 and recorded in Real Book 346, Page 848 (the "Easement Agreement"), the First Amendment to the Easement Agreement as recorded in Real 380, page 639, the Second Amendment to the Easement Agreement as recorded as Instrument # 1993-29620 and Third Amendment to the Easement Agreement recorded as Instrument #1995-16399, all as recorded in said Probate Office.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and its successors and assigns, that:

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(a) Grantor shall not be liable for and Grantee hereby waives and releases 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 Grantee 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 Grantor; and

(b) The purchase and ownership of the Property shall not entitle Grantee or the family members, guests, invitees, heirs, successors or assigns of Grantee, to any rights to use or otherwise enter onto the golf course, clubhouse and other related facilities or amenities constructed or to be constructed on the Golf Club Property, as defined in the Declaration.

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

**IN WITNESS WHEREOF**, Grantor TAYLOR PROPERTIES, L.L.C., by and through Wendell H. Taylor, who is authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and Operating Agreement which, as of the date hereof, have not been modified or amended, has hereto set its signature and seal this 22d day of September, 1995.

TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company

By: \_\_\_\_\_

Wendell H. Taylor  
Its Manager

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wendell H. Taylor, whose name as Manager of Taylor Properties, L.L.C., an Alabama limited liability company, 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 such conveyance, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 22d day of September, 1995.

John D. Janson  
Notary Public

[SEAL]

My Commission Expires: 7/26/97

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