

This instrument was prepared by:
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Gordon, Silberman, Wiggins & Childs, A Professional Corporation
1400 SouthTrust Tower
Birmingham, Alabama 35203

STATUTORY WARRANTY DEED

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

That in consideration of One Hundred Eighty-Nine Thousand and no/100 Dollars (\$189,000.00) to the undersigned Grantor, **CREST RIDGE ASSOCIATES, L.L.C.**, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by **GARY F. KOLARIK AND wife, BARBARA A. KOLARIK** (hereinafter collectively referred to as GRANTEES), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEES, as joint tenants with right of survivorship, the following described real estate, situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 8, according to the survey of The Crest at Greystone, First Addition, as recorded in Map Book 19 page 52 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Subject to:

1. Ad valorem taxes, library district dues and fire district assessments for the year 1995 and subsequent years.
2. Building line and easements as set forth in the Declaration of Protective Covenants.
3. Mineral and mining rights and rights incident thereto recorded in Volume 60, page 260 and Volume 121, page 294, in the Probate Office of Shelby County, Alabama.
4. Underground transmission granted to Alabama Power Company recorded in Volume 305, page 637 in the Probate Office of Shelby County, Alabama.
5. Restrictions or Covenants recorded in Real 265, page 96, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
6. Agreement between Daniel Oak Mountain, Ltd. and Shelby Cable recorded in Real 350, page 545 in the Probate Office of Shelby County, Alabama.
7. Right of way and Easement to Water Works and Sewer Board recorded in Instrument 1994-26400 in the Probate Office of Shelby County, Alabama.
8. Rights of others to use Hugh Daniel Drive recorded in Volume 301, page 799 in the Probate Office of Shelby County, Alabama.
9. Restrictions or Covenants recorded in Instrument 1995-941 in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
10. Release of damages as set out in instrument recorded in Instrument #1992-22103; first amended as Instrument #1994-3752; 1st Amendment recorded in Instrument #1995-3752 and 2nd Amendment recorded in Instrument 1995-941.
11. Building setback as set forth in the Declaration recorded in Instrument #1992-22103, 1st Amendment recorded in Instrument 1994-3752 and 2nd Amendment recorded in instrument 1995-941 also shown in Map Book 19, page 52.
12. The Crest at Greystone Declaration of Covenants, Conditions and Restrictions recorded in Instrument 1992-22103, 1st Amendment by 1994-03752, and 2nd Amendment recorded in Instrument 1995-941.

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13. 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 19 page 52 in Probate Office.
14. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office.
15. The Crest at Greystone Declaration of Covenants, Conditions and Restrictions as set out in Instrument #1992-22103, first amended as Instrument #1994-3752 and second amended at Instrument 1995-00941.

All of the consideration set out above is represented by a purchase money mortgage to Compass Bank being recorded simultaneously herewith.

By the acceptance of this Statutory Warranty Deed, GRANTEES acknowledge (i) that they have physically and personally inspected the Property prior to closing; (ii) that GRANTOR has not made any representation or warranties, either express or implied, as to the physical condition of the Property, the suitability of the Property for any intended use and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Property; that GRANTEES have assumed full responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property; (iii) that GRANTEES waive and release GRANTOR, its agents, employees, officers, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injury to buildings, improvements, personal property or to us or any occupants or other persons 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 (iv) that neither the GRANTOR nor the agent for the GRANTOR has made any representation or warranty of any kind as to the condition of the Property.

TO HAVE AND TO HOLD Unto 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.

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 28 day of September, 1995.

CREST RIDGE ASSOCIATES, L.L.C.

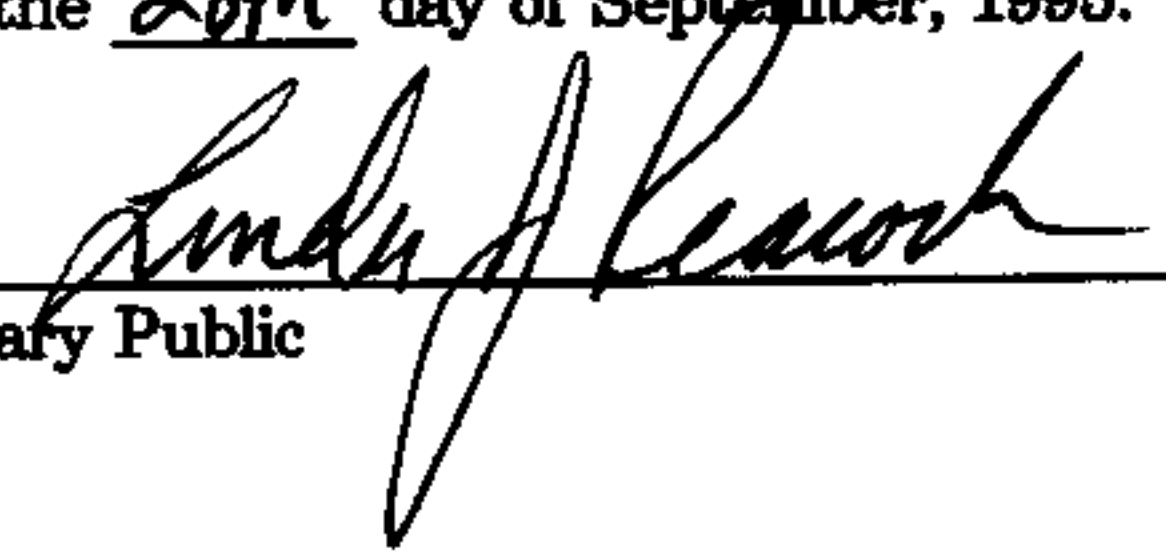
BY 
Charles W. Daniel
Managing Member

(Acknowledgment on next page)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as Managing Member of Crest Ridge Associates, 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 the conveyance, he, as such Managing Member and with full authority, executed the same voluntarily for and on behalf of the limited liability company.

Given under my hand and official seal, this the 28th day of September, 1995.



Notary Public

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