

This instrument prepared without  
examination of title by:

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

Send Tax Notice To:

Syble D. High  
1244 Berwick Road  
Birmingham, Alabama 35242

500

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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 TEN DOLLARS (\$10.00) and other good and valuable consideration to the undersigned TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company, formerly known as Taylor Properties, an Alabama general partnership ("Grantor"), in hand paid by SYBLE D. HIGH ("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:

Lots 103 and 104, 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 (the "Property").

The Property is conveyed subject to the following:

(1) General and special taxes and assessments for 1996 and subsequent years not yet due and payable. Ad valorem taxes due and payable October 1, 1995 shall be paid as follows: 75% by Grantor and 25% by Grantee.

(2) Fire district 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, building setback lines and any other matters of record.

(6) The restrictions set forth below in this Statutory Warranty Deed.

Grantee currently owns the lot immediately adjacent to the Property conveyed hereby which adjacent lot is legally described as Lot 102, 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 ("Grantee's Adjacent Lot"). Grantee, by acceptance of this Statutory Warranty Deed, acknowledges, covenants and agrees for herself, and her successors, heirs, executors and assigns, that:

(1) Prior to the execution hereof, Grantor has constructed and installed on the Property landscaping and an irrigation system which irrigation system is connected to the irrigation system situated on Grantee's Adjacent Lot. At all times after the date

10/10/1995-28496  
10:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 14.00

Inst # 1995-28496

hereof, Grantee shall maintain the Property and its landscaping in good order and repair, including but not limited to the maintenance of the irrigation system situated on the Property and on Grantee's Adjacent Lot.

(2) Except for the landscaping and irrigation system provided for hereinabove, no improvements, structures, buildings, playgrounds, playground equipment, sheds, fountains, driveways, paving, parking areas, fencing, walls, signs or any other artificial or man-made improvements, changes or alterations to the Property shall be commenced, erected, installed, placed or permitted on any portion of the Property unless plans and specifications therefor have been submitted to, reviewed and approved by the Architectural Review Committee established pursuant to the Greystone Multi-Family Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 316, Page 239 in the Probate Office of Shelby County, Alabama, as heretofore amended and as may be hereafter amended from time to time (the "Declaration").

(3) Grantee shall not convey, transfer, assign, or sell the Property or any portion thereof except together with the conveyance, transfer, assignment or sale of Grantee's Adjacent Lot, it being the intention of the parties that the Property and Grantee's Adjacent Lot shall forever be deemed united and inseparable.

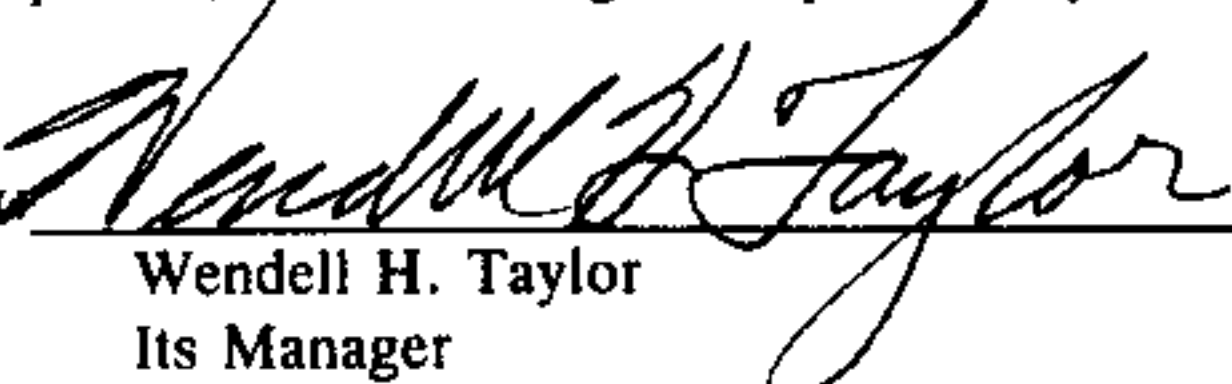
(4) Grantee shall forthwith assess the Property with the Tax Assessor for Shelby County, Alabama and shall timely pay all taxes and assessments charged against the Property including, but not limited to, the Assessments as defined in and payable pursuant to the Declaration.

(5) The restrictions set forth in this Statutory Warranty Deed shall run with title to the Property and to Grantee's Adjacent Lot and shall be binding upon and inure to the benefit of Grantee and Grantee's successors, heirs, executors and assigns.

**TO HAVE AND TO HOLD** unto the said Grantee, her successors, heirs, executors and assigns forever.

**IN WITNESS WHEREOF**, Grantor, Taylor Properties, L.L.C., by and through Wendell H. Taylor, has hereto set its signature and seal this 29<sup>th</sup> day of September, 1995.

TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company, formerly known as Taylor Properties, an Alabama general partnership

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, formerly known as Taylor Properties, 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 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 29<sup>th</sup> day of September, 1995.

Rebecca J. Greshouse  
Notary Public

[SEAL]

My commission expires:

11/4/98

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Notary # 1995-28496  
10/10/1995-28496  
10140 AM CERTIFIED  
SELBY COUNTY JUDGE OF PROBATE  
11.00