

THIS INSTRUMENT PREPARED BY  
AND UPON RECORDING SHOULD BE  
RETURNED TO:  
Ms. Sheila D. Ellis  
Daniel Corporation  
P.O. Box 385001  
Birmingham, Alabama 35238-5001

SEND TAX NOTICE TO:  
Dr. James L. Nicholson  
and Dr. Sandra L. Durham  
1025 Southlake Cove  
Birmingham, AL 35244

### CORRECTIVE STATUTORY WARRANTY DEED

This CORRECTIVE STATUTORY WARRANTY DEED is executed and delivered as of the 13th day of October, 1995 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of JAMES L. NICHOLSON, an unmarried man, and SANDRA L. DURHAM, an unmarried woman ("Grantees").

### **RECITALS:**

WHEREAS, Grantor has heretofore executed and delivered to Grantees a Statutory Warranty Deed dated November 4, 1994 (the "Original Deed") which has been recorded as Instrument No. 1994-34385 in the Probate Office of Shelby County, Alabama; and

WHEREAS, the Original Deed erroneously referred to Grantees as "husband and wife" rather than James L. Nicholson, an unmarried man, and Sandra L. Durham, an unmarried woman, and the Original Deed erroneously referred to the "Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the Office of the Judge of Probate of Shelby County, Alabama" instead of The Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1993 and recorded as Instrument No. 1992-22103 in the Probate Office; and

WHEREAS, Grantor and Grantees desire to enter into this Corrective Statutory Warranty Deed in order to properly reflect the correct legal name of the Grantees, and to reflect the correct Declaration that the property is subject to,

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL 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 right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 30, according to the Amended Map of The Crest at Greystone, as recorded in Map Book 18, Page 17 A, B, C & D in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in The Crest at Greystone Declaration of Covenants, Conditions and Restrictions dated October 2, 1993 and recorded as Instrument No. 1992-22103 in the Probate Office of Shelby County, Alabama and all amendments thereto (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

The Property is conveyed subject to the following:

1. The Property shall be used for single-family residential purposes only and any Dwelling built thereon shall contain a minimum of 4,000 square feet of Living Space, as defined in the Declaration.
2. The Property is subject to the building setback limitations specified in Sections 6.04 and 6.05 of the Declaration and the 30-foot Buffer Area along the front Lot line of the Property as set forth in Section 3.10 of the Declaration.
3. Ad valorem taxes due and payable October 1, 1995, and all subsequent years thereafter.
4. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
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 setback lines and any other matters of record.

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

11/17/1995-33163  
09:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE SNA 11.00

(i) Grantor shall not be liable for and Grantees, jointly and severally, 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 Grantees 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

(ii) 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.

This Corrective Statutory Warranty Deed amends and restates the Original Deed in its entirety and the Original Deed is hereby deemed null and void and of no further force or effect.

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, JAMES L. NICHOLSON and SANDRA L. DURHAM have 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

By: [Signature]

Its: [Signature]

JAMES L. NICHOLSON

[Signature]  
SANDRA L. DURHAM

Inst # 1995-33163  
11/17/1995-33163  
09:16 AM CERTIFIED  
SHELBY COUNTY JUDGE OF ORIGIN  
002 SHM 11.00

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that D. K. Lloyd whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, as 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 13th day of October, 1995.

[Signature]  
Notary Public  
My Commission Expires: 2/26/98

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that JAMES L. NICHOLSON and SANDRA L. DURHAM are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10 day of November, 1995.

[Signature]  
Notary Public

My commission expires: July 21, 1997