

Send tax notice to:
Arnold F. Richins and wife,
Janice A. Richins
4112 Crescent Cr.
Hoover, Alabama 35242

This instrument prepared by:
Stewart-Davis, P.C.
3800 Colonnade Parkway
Suite 650
Birmingham, Alabama 35243

STATE OF ALABAMA
JEFFERSON COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Eighty-Three Thousand and no/100 Dollars (\$283,000.00) in hand paid to the undersigned, Cross Home Builders, Inc., an Alabama Corporation, (hereinafter referred to as the "Grantor") by Arnold F. Richins and wife, Janice A. Richins (hereinafter referred to as the "Grantees"), the receipt and sufficiency of which is hereby acknowledged, the Grantor does, by these presents, grant, bargain, sell, and convey unto the Grantees, as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 37, according to the 1st Amended Plat of Greystone Farms, Milner's Crescent Sector, Phase I, as recorded in Map Book 19, Page 140 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 1996.
2. Building setback lines and public easements as shown by recorded plat.
3. Declaration of Covenants, Conditions and Restrictions, as to Greystone Farms as shown by Instrument No. 1995-16401, recorded in said Probate Office.

12/07/1995-35012
09:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCO 130.00

Inst # 1995-35012

4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121 Page 294 and Deed Book 60 Page 260 in Probate Office.
5. Restrictions, limitations and conditions as set out in Map Book 19 Page 142 in Probate Office.
6. Easement(s) to Bellsouth Communications as shown by instrument recorded as Instrument #1995-7422 in Probate Office.
7. Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265 Page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc., dated 7/14/94.
8. Rights of others to use of Hugh Daniel Drive as described in instrument recorded in Deed Book 301 page 799 in Probate Office.
9. Shelby Cable agreement recorded in Real 350 Page 545 in Probate Office.
10. Covenants and Agreement for water service as set out in Agreement recorded in Real Book 235 Page 574 as modified by Agreement recorded as Instrument #1992-20786, as further modified by Agreement recorded as Instrument #1993-20840 in Probate Office.
11. Right of Way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994 as Instrument No. 1995-21963.
12. Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument No. 1994-22318 in Probate Office.
13. Greystone Farms Reciprocal Easement Agreement as set out as Instrument #1995-16400 in Probate Office.
14. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out as Instrument No. 1995-9499 in Probate Office.

(\$169,000.00 of the purchase price was paid from a mortgage loan closed simultaneously with delivery of this deed.)

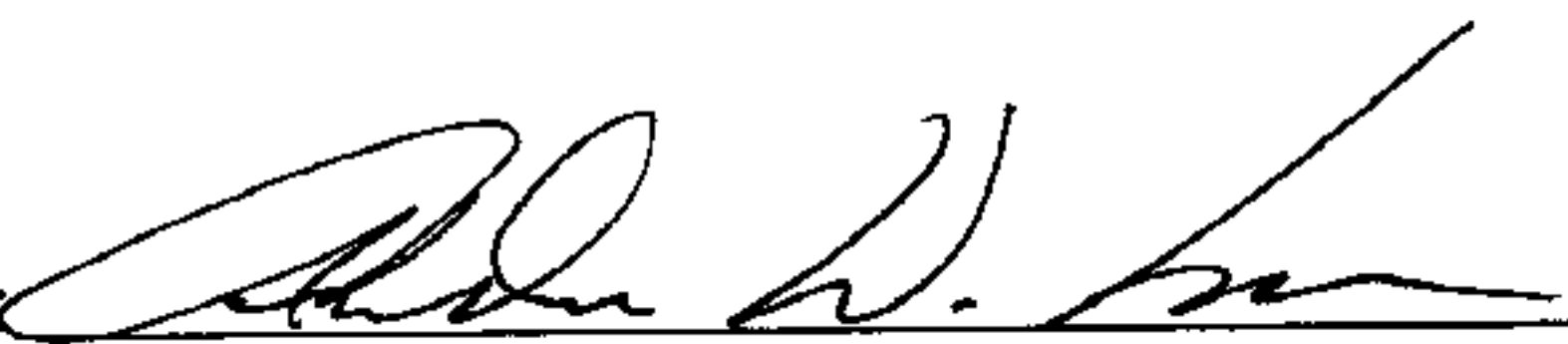
TO HAVE AND TO HOLD unto the Grantees, as joint tenants, with right of survivorship, their heirs, executors, administrators and assigns forever.

The Grantor does for itself, its successors and assigns, covenant with the said Grantees, their heirs, executors, administrators and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as noted above; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the Grantees, their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor, by its President,

Andrew W. Cross, who is authorized to execute this conveyance, has hereunto set its signature and seal on this the 17th day of November, 1995.

CROSS HOME BUILDERS, INC.

By: 
Its President

STATE OF ALABAMA

JEFFERSON COUNTY

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew W. Cross, whose name as President of Cross Home Builders, Inc., a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 17th day of November, 1995.



Notary Public

[NOTARIAL SEAL]

My Commission expires: 1-3-96

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