

THIS INSTRUMENT PREPARED BY:

SEND TAX NOTICE TO:

BETTY G. MCGOWEN
WARRIOR SAVINGS BANK
POST OFFICE BOX 490
WARRIOR, ALABAMA 35180

Mr. George E. Hyde
3661 Shandwick Place
Birmingham, Alabama 35242

THIS WARRANTY DEED is executed and delivered on this ____ day of February, 1996 by JOHN O. FREEMAN, JR., a married man ("Grantor") in favor of GEORGE E. HYDE AND WIFE, PATSY B. HYDE ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ____
Seventy - Five Thousand Fifty and no/100

Dollars (\$ 75,050.00), in hand paid by Grantee 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 Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 5, according to the Survey of Greystone, 8th Sector, as recorded in Map Book 20, Page 93 A & B 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 Greystone Residential Declaration of Covenants, Conditions, and REstrictions dated November 6, 1990 and recorded in Real 317 Page 260 in the Probate Office of Shelby County, Alabama, and all amendments thereto.

The Property is conveyed subject to the following:

1. Any Dwelling built on the Property shall contain not less than 3,000 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,600 square feet of Living Space, as defined in the Declaration, for multi-story homes.
2. Subject to the provision of Sections 6.04(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:

(i) Front Setback:	<u>50</u>	feet;
(ii) Rear Setback:	<u>50</u>	feet;
(iii) Side Setbacks:	<u>15</u>	feet.

The foregoing setbacks shall be measured from the property lines of the Property.

3. Ad valorem taxes due and payable October 1, 1996, 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.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for him self and his heirs, executors, administrators, personal representatives and assigns, that:

(i) 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;

The above described property IS NOT the homestead of John O. Freeman, Jr. or his spouse.

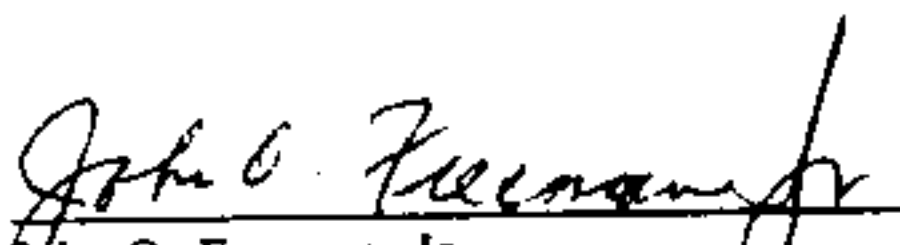
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SHELBY COUNTY CLERK OF PROBATE
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Inst # 1996-06730

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 I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned JOHN O. FREEMAN, JR. has caused this Warranty Deed to be executed this 26th day of February, 1996.

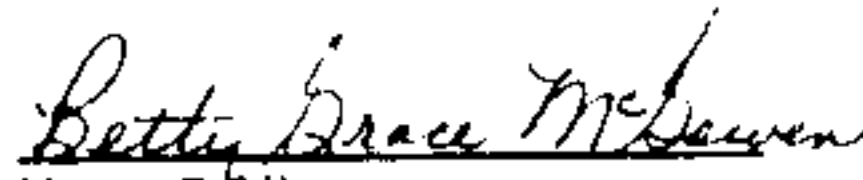

John O. Freeman, Jr.

STATE OF ALABAMA

JEFFERSON COUNTY

I, Betty G. McGowen, a Notary Public in and for said County, in said State, hereby certify that John O. Freeman, Jr. whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of February,
A.D. 19 96


Notary Public

My Commission expires Feb. 14, 1997

RETURN TO:
WARRIOR SAVINGS BANK
P.O. BOX 720
WARRIOR, AL 35180 - 0490

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SHELBY COUNTY JUDGE OF PROBATE
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