

This instrument was prepared by:
Bruce L. Gordon
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

Send Tax Notice to:
Mr. and Mrs. Charles Wingett
3232 Brook Highland Trace
Birmingham, AL 35242

STATUTORY WARRANTY DEED

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

That in consideration of One Hundred Ninety Thousand and no/100 Dollars (\$190,000.00) to the undersigned Grantor, **CREST RIDGE ASSOCIATES, L.L.C.**, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by **CHARLES N. WINGETT and wife, REBECCA D. WINGETT** (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 5, 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. Public easements as shown by recorded plat.
3. All minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating hereto, including rights set out in Deed 121 page 294 and Deed 60 page 260 in the Probate Office.
4. Right of way and Easement to Water Works and Sewer Board recorded in Instrument 1994-26400 in the Probate Office of Shelby County, Alabama.
5. 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.
6. 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.
7. 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.
8. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265 page 96 in Probate Office.
9. 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.

\$169,000.00 of the consideration set out above is represented by a purchase money mortgage to First National Bank of Columbiana 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

FIRST NATIONAL BANK OF COLUMBIANA

POST OFFICE BOX 977

COLUMBIANA, ALABAMA 35051

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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 as required by the Articles of Organization and Operational Agreement of the GRANTOR, which documents have not been modified or amended, and who is authorized to execute this conveyance, has hereto set its signature and seal, this the 12th day of March, 1996.

CREST RIDGE ASSOCIATES, L.L.C.

BY Charles W. Daniel
Charles W. Daniel
Managing Member

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 12th day of March, 1996.

Martha B. Allison
Notary Public
Inst. # 1996-08382

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