

THIS INSTRUMENT PREPARED BY:  
George J. Bouloukos  
BOULOUKOS & OGLESBY  
The Financial Center  
505 20th Street North  
Suite 1675  
Birmingham, AL 35203-2605

SEND TAX NOTICE TO:  
Julian M. Ennis  
1045 Linkside Drive  
Birmingham, AL 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

04/03/1996 # 1996-10808  
12:52 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 17.00

CORRECTIVE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One-Hundred Ninety-Five Thousand, Three-Hundred Thirty-Seven Dollars (\$195,337.00) to the undersigned Grantor, Greystone Ridge Partnership, an Alabama General Partnership, the receipt of which is hereby acknowledged, the said Greystone Ridge Partnership ("Grantor"), does by these presents grant, bargain, sell and convey unto Julian M. Ennis ("Grantee"), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 21, according to the Survey of Linkside at Greystone, as recorded in Map Book 17, page 32, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the non-exclusive 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.

This is a Corrective Deed given for the purpose of correcting the legal description in that certain Warranty Deed recorded as Instrument number 1993-25697 in the Probate Court of Shelby County, Alabama.

**SUBJECT TO:**

Any and all easements, rights-of-way, defects, liens, adverse claims, set backs, and other encumbrances of record, if any, and in particular, the following:

1. Taxes and assessments for the year 1996, and subsequent years, which are not yet due and payable;
2. 20 foot storm drainage Easement crossing lot and 7.5 foot easement on rear, as shown by recorded Map;

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To Julian M. Ennis ("Grantee")

RE: Lot 21, according to the Survey of Linkside at Greystone,  
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3. Building setback line pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260, and amended in Map Book 17, page 56, in the Probate Office of Shelby County, Alabama;

4. Public Utility Easements as shown by recorded map;

5. Transmission Line Permit to Alabama Power Company by instrument recorded in Deed Book 186, page 223; Deed Book 239, page 214, and Deed Book 109, page 505, in the Probate office of Shelby County, Alabama;

6. Mineral and mining rights and rights incident thereto recorded in Deed Book 4, page 495; Deed Book 60, page 260, and Deed Book 121, page 294, in the Probate Office of Shelby County, Alabama;

7. Restrictions, Covenants, Conditions and Building Setback lines as set out in the Amended and Restated Restrictive Covenants recorded in Real 265, page 96, in the Probate Office of Shelby County, Alabama;

8. Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in Deed Book 301, page 799, in the Probate Office of Shelby County, Alabama;

9. Covenant and Agreement for Water Services, recorded in Real 236, page 574, and amended in Instrument 1993-20840, in the Probate Office of Shelby County, Alabama;

10. Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990, which has been recorded in Real 317, page 260, in the Office of the Judge of Probate of Shelby County, Alabama, which has been amended by (i) First Amendment thereto dated June 6, 1991, and recorded in Real Book 346, page 942, in said Probate Office; (ii) Second Amendment thereto dated December 20, 1991, and recorded in Real Book 378, page 904, in said Probate Office; (iii) Third Amendment thereto dated March 26, 1992, and recorded in Real Book 397, page 958, in said Probate Office; (iv) Fourth Amendment thereto dated August 21, 1992, and recorded as Instrument No. 1992-17890 in said Probate Office; (v) Fifth Amendment thereto dated January 27, 1993, and recorded as Instrument 1993-031123; (vi) Sixth Amendment dated April 13, 1993, and recorded as Instrument 1993-10163 in said

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Probate Office; (vii) Seventh Amendment dated June 11, 1993, and recorded as Instrument 1993-16982 in said Probate Office; and (viii) Eighth Amendment dated July 16, 1993, and recorded as Instrument 1993-20968 in said Probate Office; (collectively, the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration. Ninth Amendment as recorded in Instrument 1993-32840 and Tenth Amendment as recorded in Instrument 1994-23329.

11. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, page 545, in the Probate Office of Shelby County, Alabama.

12. Underground Easement to Alabama Power Company, recorded in Deed Book 305, page 673, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said Grantee, his heirs and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, his heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances except as set out 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 said Grantee, his heirs and assigns forever, against the lawful claims of all persons for those acts done or suffered by Grantor.

IN WITNESS WHEREOF, the said Greystone Ridge Partnership, an Alabama General Partnership, by its Manager, Gary R. Dent, who is authorized to execute this conveyance, has hereto set his signature and seal, this the 22 day of MARCH, 1996.

GREYSTONE RIDGE PARTNERSHIP,  
AN ALABAMA GENERAL PARTNERSHIP

BY: 

GARY R. DENT

AS MANAGER OF THE PARTNERSHIP

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STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Gary R. Dent, whose name as Manager of the Partnership of Greystone Ridge Partnership, 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 the conveyance, he, in his capacity as such Manager, executed the same voluntarily on the day the same bears date, and with full authority thereto.

Given under my hand and seal this the 22 day of MARCH,  
1996.

*John D. Sanford*  
NOTARY PUBLIC

*My Commission Expires  
7/26/97*

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