

THIS INSTRUMENT PREPARED BY:

Mary P. Thornton  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue South  
Birmingham, Alabama 35205

SEND TAX NOTICE TO:

Charles E. Penton  
Antoinette R. Penton  
527 North Lake Cove  
Birmingham, AL 35242

**THIS STATUTORY WARRANTY DEED--JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** is executed and delivered on this 28 day of March, 1997 by **GREYSTONE FARMS NORTH, L.L.C.**, an Alabama limited liability company ("Grantor") in favor of **CHARLES E. PENTON** and wife, **ANTOINETTE R. PENTON** ("Grantees").

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of One Hundred Thousand Dollars (\$100,000.00), 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, as joint tenants with right of survivorship, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 23 according to the Survey of Greystone Farms North, Phase 1 as recorded in Map Book 21, Page 22 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in 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 Farms North Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1996-17498 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

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 3,200 square feet of Living Space, as defined in the Declaration, for a multi-story home.
2. Subject to the provisions of the Declaration, the Property shall be subject to the following minimum setbacks:
  - (i) Front Setback: 50 feet;
  - (ii) Rear Setback: 35 feet; and
  - (iii) Side Setback: 15 feet.

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

Ad valorem taxes due and payable October 1, 1997, and all subsequent years thereafter including any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.

Fire district dues and library district assessments for the current year and all subsequent years thereafter.

5. The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration.
6. 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 said Probate Office.
7. Amended and Restated Restrictive Covenants as set out in instrument recorded in Real 265, page 96 in said Probate Office.

Inst # 1997-10011  
04/02/1997-10011  
08:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOE MCD 36.00

15,000  
recited above  
loan closed on 4/1/97  
purchase price  
mortgage

Inst # 1997-10011

8. Public easements as shown by recorded plat.
9. Shelby Cable Agreement recorded in Real 350, page 545 in said 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 said Probate Office.
11. Development Agreement including restrictions and covenants as set out in instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument #1994-22318 in said Probate Office.
12. Greystone Farms Reciprocal Easement Agreement recorded as Instrument #1995-16400 in said Probate Office.
13. Agreement in regard to sanitary sewer system as set out in Map Book 19, Page 96 and as Instrument #1995-4395 in said Probate Office.
14. Greystone Farms North Reciprocal Easement Agreement recorded as Instrument #1996-17497 in said Probate Office.
15. Riparian Rights, if any, in and to the use of North Lake.
16. Less and except any portion lying within North Lake.

Inst # 1997-10011

**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.

**IN WITNESS WHEREOF**, Grantor, Greystone Farms North, L.L.C., by and through Michael D. Fuller, as President of Tyrol, Inc., an Alabama corporation, a Member of Greystone Farms North, L.L.C., who is authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and Operating Agreement which, as of this date have not been modified or amended, has hereto set its signature and seal this 28 day of March, 1997.

GREYSTONE FARMS NORTH, L.L.C., an Alabama limited liability company

By: Tyrol, Inc., an Alabama corporation

Its Member

By:

Michael D. Fuller

Its President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as President of Tyrol, Inc., an Alabama corporation, a Member of GREYSTONE FARMS NORTH, L.L.C., an Alabama limited liability company, 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 for and as the act of said company, acting in its capacity as Member as aforesaid.

Given under my hand and official seal, this the 28 day of March, 1997.

William D. Johnson  
Notary Public

My Commission Expires:

7-26-97

04/02/1997-10011  
08:45 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 36.00