

This instrument prepared by:
John N. Randolph, Attorney
Strote & Pernutt P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Send Tax Notice to:
Marie L. Beason

8015 Greystone Green
Birmingham, AL 35242

Inst # 1997-10628

WARRANTY DEED

State of Alabama

KNOW ALL MEN BY THESE PRESENTS,

Shelby County

That in consideration of **Three Hundred Eighty-Four Thousand Five Hundred and 00/100 (\$384,500.00) Dollars** to the undersigned grantors in hand paid by the Grantee herein, the receipt whereof is acknowledged, **KDR, L.L.C. now known as KDR Construction, L.L.C., a Limited Liability Company**, (herein referred to as Grantor) do grant, bargain, sell and convey unto **Marie L. Beason** (herein referred to as Grantee) the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 3, according to the Survey of Greystone, 7th Sector, Phase III, as recorded in Map Book 20, page 50, in the Probate Office of Shelby County, Alabama; Being situated in Shelby County, Alabama.

Subject to:

1. Ad valorem taxes for the current tax year which grantees herein assume and agree to pay.
2. Building setback line pursuant to the terms of the Declaration of Covenants, Conditions, and Restrictions recorded in Real 317, page 260, and as amended from time to time.
3. Easements as shown by recorded plat, including 10 feet on the Northwestern side of lot.
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 60, page 260; Deed Book 51, page 544, in Probate Office.
5. Restrictions, covenants, conditions, and building set back lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265, page 96, in Probate Office.
6. Covenant and Agreement for Water Service as set out in instrument between Dantcraft and Shelby County, as set out in Real 235, page 574, and amended by agreement as set out as instrument #1993/20640 and instrument #1992/20786, in Probate Office.
7. Greystone Residential Declaration of Covenants, Conditions, and Restrictions, as set out in instrument recorded in Real 317, page 260, amended by Affidavit recorded in Real 319, page 235, and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions, and Restrictions, recorded in Real 346, page 942, 2nd Amendment as recorded in Real 378, page 904, 3rd Amendment as recorded in Real 397, page 958, 4th Amendment as recorded as instrument #1992/17890, 5th Amendment as recorded as instrument #1993/3123 and further amended by 6th Amendment as recorded as instrument #1993/10163, 7th Amendment as recorded as instrument #1993/16982, 8th Amendment as recorded as instrument #1993/20968, 9th Amendment as recorded as instrument #1993/32840, 10th Amendment as recorded as instrument #1994/23329, 11th Amendment as recorded as instrument #1995/8111, 12th Amendment as recorded as instrument #1995/24267, 13th Amendment as recorded as instrument #1996/19880, 14th Amendment recorded as instrument #1996/19880, 15th Amendment as recorded as instrument #1996-37614 and 16th Amendment recorded as instrument #1996-39737 and 17th Amendment recorded as instrument #1997-2534 and as shown by Map Book 20, page 50, also amended by instrument #1995-35385, in Probate Office.
8. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded in Real 350, page 545, in Probate Office.
9. 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 20, page 50, in the Probate Office.
10. Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312, page 274, and 1st Amended by Real 317, page 253, and 2nd Amended as instrument #1993/3124 in Probate Office.
11. Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in instrument #1995-35385, in Probate Office.

This deed is executed as required by the Articles of Organization and Operational Agreement of KDR, L.L.C., now known as KDR CONSTRUCTION, L.L.C., and the same have not been modified or amended.

TO HAVE AND TO HOLD Unto the said Grantee, his/her heirs and assigns forever.

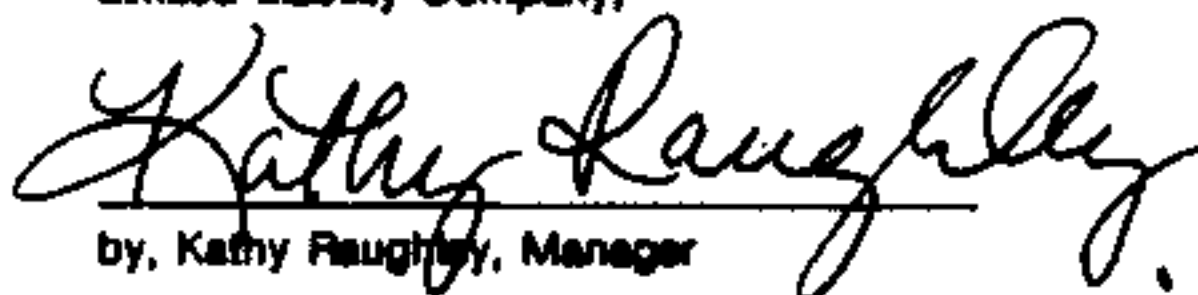
And said KDR, L.L.C. now known as KDR Construction, L.L.C., a Limited Liability Company does for itself, its successors and assigns, covenant with said Marie L. Beason, his/her heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise 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 said Marie L. Beason, his/her heirs, executors and assigns forever, against the lawful claims of all persons.

04/07/1997-10628
09:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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Page 2 of Warranty Deed from KDR, L.L.C. now known as KDR Construction, L.L.C., a Limited Liability Company to Marie L. Beason.

IN WITNESS WHEREOF, the said KDR, L.L.C. now known as KDR Construction, L.L.C., a Limited Liability Company by Kathy Raughley, Manager, who is authorized to execute this conveyance, has hereto set its signature and seal, this the _____ day of March, 1997.

KDR, L.L.C., now known as
KDR CONSTRUCTION, L.L.C., a
Limited Liability Company,


by, Kathy Raughley, Manager

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kathy Raughley, Manager, of KDR, L.L.C. now known as KDR Construction, L.L.C., a Limited Liability Company, whose name as such officer 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal this 27th day of March, 1997.


Notary Public
Affix Seal 6/22/97

-nst # 1997-10628
04/07/1997-10628
09:32 AM CERTIFIED
JEFFERSON COUNTY JUDGE OF PROBATE
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