

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
Michael J. Friedlander
Sandra T. Friedlander
558 Castlebridge Lane
Birmingham, AL 35242

Inst # 1997-11614

CORPORATION WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

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

That in consideration of Six Hundred Twenty-Five Thousand and No/100, (\$625,000.00), DOLLARS, in hand paid to the undersigned, Gregg Scott Construction Company, Inc., a corporation, (hereinafter referred to as "GRANTOR"), by Michael J. Friedlander and spouse, Sandra T. Friedlander, (hereinafter 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 the following described real estate, located and situated in Shelby County, Alabama, to wit:

Lot 14, according to the Survey of Greystone 5th Sector Phase II, as recorded in Map Book 17, Page 118, 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.

SUBJECT TO:

1. Ad valorem taxes for the year, 1997.
2. 50 foot setback line on front; 75 foot setback line on rear and 15 foot setback line on side as set out in Instrument 1995-24559 in the Probate Office of Shelby County, Alabama.
3. 10 foot Easement on rear and easements of undetermined width on east, as shown by recorded Map.
4. Restrictions and Mineral and mining rights and rights incident thereto and Release of Damages recorded in Instrument 1995-24559, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
5. Restrictions as shown by recorded Map.
6. Map Book 17, Page 118 shows the following reservation: Sink Hole Prone Areas-The Subdivision shown hereon including lots and streets, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and the individual members thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe or suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime sink activity."
7. Mineral and mining rights and rights incident thereto recorded in Deed Book 60, Page 260 and Deed Book 51, Page 544, in the Probate Office of Shelby County, Alabama.
8. Amended and Restated Restrictions appearing of record in Real 265, Page 96, in the probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin. Rights of others to use of Hugh Daniel Drive and Greystone Drive as described in Instrument recorded in Deed Book 301, Page 799 in the Probate Office of Shelby County, Alabama.
9. Covenants and Agreement for Water Services, recorded in Real 235, Page 574 and amended by Instrument 1993-20840 and Instrument 1993-20786, in the Probate Office of Shelby County, Alabama.
10. Reciprocal Easement Agreement pertaining to access and roadway easements recorded in Real 312, Page 274; 1st Amended by Real 317, Page 253 and 2nd Amended by Instrument 1993-3126, in the Probate Office of Shelby County, Alabama.
11. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real

Inst # 1997-11614

04/15/1997-11614
12:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCO 138.50

317, Page 260, amended by Real 319, Page 235 and by First Amendment to Restrictions, recorded in Real 346, Page 942; Second Amendment recorded in Real 370, Page 904; Third Amendment recorded in Real 397, Page 950; Fourth Amendment recorded in Instrument 1992-17090; Fifth Amendment recorded in Instrument 1993-3123; Sixth Amendment recorded in Instrument 1993-10163; Seventh Amendment recorded in Instrument 1993-16982; Eighth Amendment recorded in Instrument 1993-20968; Ninth Amendment recorded in Instrument 1993-32040; Tenth Amendment recorded in Instrument 1994-23329; Eleventh Amendment recorded in Instrument 1995-08111; Twelfth Amendment recorded in Instrument 1995-24267; Thirteenth Amendment recorded in Instrument 1995-14231; Fourteenth Amendment recorded in Instrument No. 1996-19060; Fifteenth Amendment recorded in Instrument No. 1996-37514; Sixteenth Amendment recorded in Instrument No. 1996-39737; Seventeenth Amendment recorded in Instrument No. 1997-02534, in the Probate Office of Shelby County, Alabama.

12. 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.

\$500,000.00 of the purchase price recited above was paid from the proceeds of a purchase money mortgage executed simultaneously with delivery of this deed.

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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that 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, that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

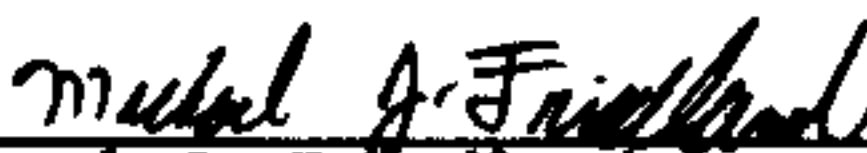
GRANTEES understand that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

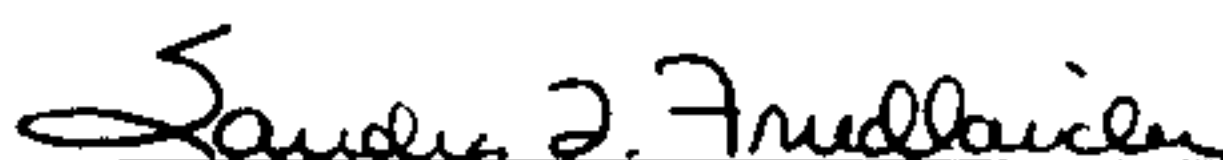
IN WITNESS WHEREOF, the said GRANTOR, by its President, whose name is J. Gregg Scott, Jr., who is authorized to execute this conveyance, has hereto set his signature and seal, this 11th day of April, 1997.

IN WITNESS WHEREOF, we, the GRANTEES, have hereunto set our hands and seals, this 11th day of April, 1997.

Gregg Scott Construction Company, Inc.

 (SEAL)
BY: J. Gregg Scott, Jr.
ITS President
GRANTOR

 (SEAL)
Michael J. Friedlander
GRANTEE

 (SEAL)
Sandra T. Friedlander
GRANTEE

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Gregg Scott, Jr. whose name as President of Gregg Scott Construction Company, Inc., a corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11th day of April, 1997.


NOTARY PUBLIC

My commission expires: 2-28-2001

THE STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael J. Friedlander and spouse, Sandra T. Friedlander, whose names are signed to the foregoing conveyance as GRANTEES, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of April, 1997.


NOTARY PUBLIC

My commission expires: 2-28-2001

Inst # 1997-11614

Page 3 of 3

04/15/1997-11614
12:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 138.50