

This Instrument Prepared By:

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

Send Tax Notice To:

Stephen P. Shoemaker  
4101 Guilford Road  
Birmingham, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

### STATUTORY WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of One Hundred Seventy Thousand Dollars (\$170,000.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by Stephen P. Shoemaker ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 93, according to the Final Record Plat of Greystone Farms, Guilford Place, Phase 1, as recorded in Map Book 20 page 105 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama, together with the following described property:

A parcel of land situated in the West ½ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Lot 93 of Greystone Farms - Guilford Place, Phase 1, as recorded in Map Book 20 at page 105, Probate Office of Shelby County, Alabama, said point being the common back corner of Lots 93 and 94; thence run in a Southwesterly direction along the back lot line of Lot 93 a distance of 55.19 feet to the Southwest corner of said Lot 93, said corner being the POINT OF BEGINNING of the parcel herein described; thence continue in the same direction as the last described course, in a Southwesterly direction, a distance of 12.00 feet to a point; thence turn an interior angle 96°28'13" and run to the right in a Northwesterly direction a distance of 95.55 feet to a point, said point being the Northwest corner of Lot 93, said corner also being on the right-of-way of Guilford Road; thence turn an interior angle of 7°00'53" and run to the right in a Southeasterly direction along the Southwest lot line of said Lot 93 a distance of 97.64 feet to the POINT OF BEGINNING; said parcel containing 569 square feet, more or less.

Subject to: (1) General and special taxes for 1997 and subsequent years not yet due and payable; (2) Building setback lines and public easements as shown by recorded plat; (3) Restrictions, covenants and conditions as to Greystone Farms as set out in instruments recorded as Inst. #1995-16401 and 1st Amendment recorded as Inst. #1995-1432 and 2nd Amendment recorded as Inst. #1996-21440; (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 121 page 294 and Deed Book 60 page 260 in Probate Office; (5) Restrictions, limitations and conditions as set out in Map Book 20 page 105; (6) Easement(s) to Bellsouth Communications as shown by instrument recorded as Instrument #1995-7422; (7) Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265 page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. dated

Inst # 1997-14252

05/07/1997-14252  
12:27 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 53.50

7/14/94; (8) Shelby Cable Agreement recorded in Real 350 page 545; (9) Covenants and agreement for water service as set out in an Agreement recorded in Real Book 235 page 574 as modified by Agreement recorded as Inst. #1992-20786, as further modified by Agreement recorded as Inst. #1993-20840; (10) Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Instrument No. 1994-21963; (11) Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Instrument No. 1994-22318 and 1st Amendment recorded as Inst. #1996-0530; (12) Greystone Farms Reciprocal Easement Agreement as set out as Instrument #1995-16400; (13) Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16403 in the Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage, or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person 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.

TO HAVE AND TO HOLD, to the said Grantee, his heirs and assigns forever.  
IN WITNESS WHEREOF, the said Greystone Lands, Inc., an Alabama corporation, by its President, Gary R. Dent, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 24 day of April, 1997.

GREYSTONE LANDS, INC., AN ALABAMA CORPORATION

By: 

Gary R. Dent  
President

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 President of Greystone Lands, Inc., an Alabama 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 seal this the 24<sup>th</sup> day of April, 1997.

  
Notary Public

[SEAL]

My commission expires:  
5/25/97  
#22949

Inst # 1997-14252

05/07/1997-14252  
12:27 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 53.50