

This Instrument Prepared By:

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

Send Tax Notice To:

James H. Higdon
Linda P. Higdon
5548 Lake's Edge Drive
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

**STATUTORY WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Fifty Five Thousand Dollars (\$55,000.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by James H. Higdon and Linda P. Higdon ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 21, according to the Final Record Plat of Greystone Farms, Lake's Edge Sector, as recorded in Map Book 21 page 79 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 1998 and subsequent years not yet due and payable; (2) Building setback lines as set out in restrictions set out in Inst. #1995-16401, and 1st Amendment recorded in Inst. #1995-1432 and 2nd Amendment recorded as Inst. #1996-21440 and 3rd Amendment recorded in Inst. No. 1997-2587 and in Map Book 21 page 79; (3) Declarations, Covenants and Restrictions as to Greystone Farms as set out in Inst. #1995-16401, and 1st Amendment recorded in Inst. #1995-1432, and 2nd Amendment recorded as Inst. #1996-21440 and 3rd Amendment recorded in Inst. #1997-2587; (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 21 page 79; (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 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 Instrument #1992-20786, as further modified by Agreement recorded as Instrument #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 in 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; (14) Easements as shown

Inst # 1997-37140

11/13/1997-37140
01:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 66.00

by recorded plat; (15) Riparian rights, if any, in and to the use of Lake;
(16) Less and except any part of the land lying within Lake, 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, 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, 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 31 day of October, 1997.

GREYSTONE LANDS, INC., AN ALABAMA
CORPORATION

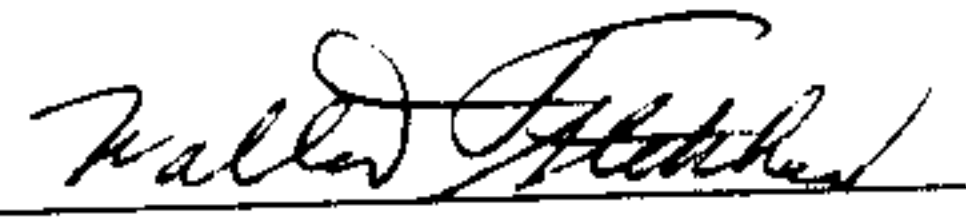
By: 

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 31 day of October, 1997.


Notary Public
Walter Fletcher

[SEAL]

My commission expires:
5/25/2001

#16207

Inst # 1997-37140

11/13/1997-37140
01:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 66.00