

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:

Benson Custom Homes, Inc.
 176 Highland View Drive
 Birmingham, AL 35242

THIS STATUTORY WARRANTY DEED is executed and delivered on this 19th day of November, 1997 by **GREYSTONE FARMS NORTH, L.L.C.**, an Alabama limited liability company ("Grantor") in favor of **BENSON CUSTOM HOMES, INC.** ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Five Thousand Five Hundred Dollars and NO/100 (\$105,500.00), in hand paid by Grantee 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 Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 16 according to the Survey of Greystone Farms North, Phase 1 as recorded in Map Book 21, Page 22 in the Probate Office 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 (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 on 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.

3. Ad valorem taxes due and payable October 1, 1998, 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.
4. 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.

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 SHELBY COUNTY JUDGE OF PROBATE
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C. Chabaz, Jr.

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.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

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 19th day of November, 1997.

\$105,500.00 OF THE PURCHASE PRICE
RECITED ABOVE WAS PAID FROM MORT-
GAGE LOAN CLOSED SIMULTANEOUSLY
HEREWITH.

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

By: Tyrol, Inc., an Alabama corporation

Its Member

By: Michael D. Fuller
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 19th day of November, 1997.

Mary Gaudette Johnson
Notary Public
My Commission Expires: 7/24/2001

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DFY/Lot 16 North Lake Deed/51975

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