

SEND TAX NOTICE TO:
North Lake at Greystone Owner's Association, Inc.
c/o Ingram Hayes and Assoc.
2336 20th Avenue South
Birmingham, Alabama 35223

Inst # 1998-14855

CORRECTIVE STATUTORY WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

THIS CORRECTIVE STATUTORY WARRANTY DEED is made and entered into as of the ~~18th~~ day of March, 1998 (but effective as of September 17, 1997) by CHARLES W. DANIEL, a married man ("Grantor"), in favor of NORTH LAKE AT GREYSTONE OWNER'S ASSOCIATION, INC., an Alabama nonprofit corporation ("Grantee").

RECITALS:

Grantor has heretofore executed and delivered to Grantee that certain Statutory Warranty Deed dated as of September 17, 1997 (the "Original Deed"), which has been recorded as Instrument No. 1997-32810 in the Office of the Judge of Probate of Shelby County, Alabama. The Original Deed erroneously set forth the legal description of the real property conveyed by Grantor to Grantee.

Grantor and Grantee desire to amend and restate the Original Deed in its entirety in accordance with the terms and provisions set forth below.

NOW, THEREFORE, in consideration of the premises and the sum of One and No/100 Dollar (\$1.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama (the "Property"), which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Property is conveyed subject to the following:

- (1) General and special taxes and assessments for 1997 and subsequent years not yet due and payable;
- (2) Fire district and library district assessments for 1997 and all subsequent years thereafter;
- (3) Restrictions, covenants and conditions as set out in instrument(s) recorded in Deed Book 265, page 96 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office");

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(4) Greystone Farms North Reciprocal Easement Agreement as shown by instrument recorded in Inst. #1996-17497 in the Probate Office;

(5) The Greystone Farms North Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1996-17498 in the Probate Office, as amended from time to time (the "Declaration");

(6) Title to all minerals within and underlying the Property, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 57, page 584, Deed Book 60, page 260 and Deed Book 121, page 294 in the Probate Office;

(7) Agreement as to Restrictions as set out in Real 265, page 109 in the Probate Office;

(8) Water Service Agreement as set out in Real 235, page 574, amended by Inst. #1993-20840 and Inst. #1992-20786 in the Probate Office;

(9) Subject to the terms and provisions of the Declaration, said lake and its dam shall forever be owned, maintained, operated and insured by Grantee, and its successors and assigns.

(10) An easement reserved in favor of and for the benefit of Grantor, as follows:

Grantor owns certain real property which is situated immediately adjacent to the Property conveyed hereby and is legally described in Exhibit B attached hereto and made a part hereof ("Grantor's Property"). Subject to the terms and provisions of the Declaration, Grantor hereby reserves, for the benefit of Grantor's Property, a permanent and perpetual non-exclusive easement to access, use and enjoy the lake situated on the Property. Grantor's easement reserved hereby shall run with the Property and Grantor's Property and shall be for the benefit of Grantor's Property and shall be binding upon and inure to the benefit of the Grantor's assigns and the successors in title of the Property and Grantor's Property; provided, however, that Grantor or his heirs, executors or assigns may, in their sole and absolute discretion, elect to limit and restrict access to the Property from Grantor's Property to only those persons who own any portion of the Grantor's Property which abuts and is directly contiguous with the Property.

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

The Property which is conveyed hereby is not the homestead of Grantor or his spouse. This Corrective Statutory Warranty Deed supersedes and replaces the Original Deed in its entirety.

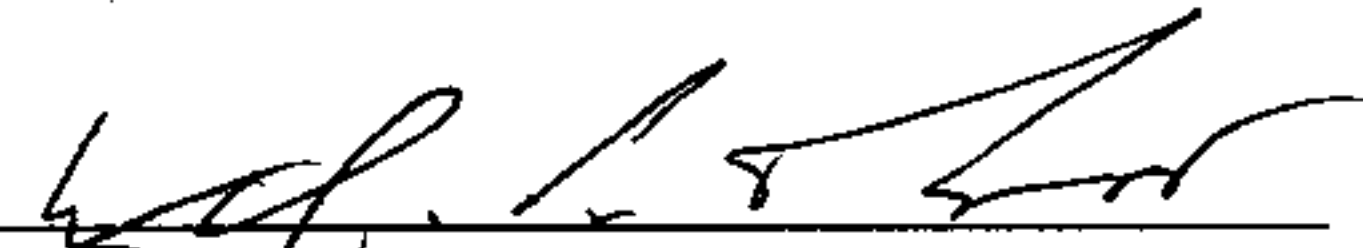
IN WITNESS WHEREOF, Grantor has hereto set his signature and seal as of the day and year first above written.



Charles W. Daniel

Accepted and agreed to
this 23rd day of March, 1998:

**NORTH LAKE AT GREYSTONE
OWNER'S ASSOCIATION, INC.**

By: 
Its: President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES W. DANIEL, a married man, whose name 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 such conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 16 day of March, 1998.



NOTARY PUBLIC

My Commission Expires: 8/27/2001

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wm. L. Thornton III, as President of North Lake at Greystone Owner's Association, Inc., an Alabama nonprofit corporation, whose name 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 such 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 23rd day of March, 1998.

Mary P. Thornton
NOTARY PUBLIC
My Commission Expires: 5/24/99

[NOTARIAL SEAL]

This instrument prepared by and
upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A

Legal Description of Property

Legal Description of North Lake

To locate the point of beginning commence at the Southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run on an assumed bearing of said south section line of South $89^{\circ}35'37''$ West a distance of 703.82 feet to a point; thence North $00^{\circ}24'23''$ West a distance of 436.36 feet to THE POINT OF BEGINNING of a line that is approximately located 20 feet horizontally, above and outside of the normal pool elevation of a lake; thence North $14^{\circ}41'35''$ East for a distance of 237.60 feet to a point; thence North $03^{\circ}38'13''$ West for a distance of 99.22 feet to a point; North $25^{\circ}21'53''$ East for a distance of 116.08 feet to a point; then North $45^{\circ}54'13''$ East for a distance of 114.18 feet to a point; thence North $87^{\circ}48'28''$ West for a distance of 206.16 feet to a point; thence North $50^{\circ}13'44''$ West for a distance of 87.64 feet to a point; thence South $30^{\circ}58'07''$ West for a distance of 79.14 feet to a point; thence South $34^{\circ}22'59''$ West for a distance of 166.07 feet to a point; thence South $46^{\circ}11'48''$ West for a distance of 87.08 feet to a point; thence South $14^{\circ}40'49''$ West for a distance of 57.12 feet to a point; thence South $19^{\circ}52'16''$ West for a distance of 67.49 feet to a point; thence South $78^{\circ}17'30''$ West a distance of 71.61 feet to a point; thence South $50^{\circ}34'26''$ West a distance of 89.01 feet to a point; thence South $86^{\circ}32'21''$ West for a distance of 67.52 feet to a point; thence North $37^{\circ}02'27''$ West a distance of 60.91 feet to a point; thence North $05^{\circ}13'39''$ West for a distance of 134.48 feet to point; thence North $19^{\circ}14'51''$ East for a distance of 167.97 feet to a point; thence North $13^{\circ}12'28''$ East for a distance of 210.96 feet to a point; thence North $09^{\circ}33'09''$ West for a distance of 90.97 feet to a point; thence South $59^{\circ}07'27''$ West for a distance of 53.56 feet to a point; thence South $25^{\circ}47'36''$ West for a distance of 105.44 feet to a point; thence South $31^{\circ}11'39''$ West for a distance of 105.70 feet to a point; thence South $64^{\circ}48'50''$ West for a distance of 63.30 feet to a point; thence North $26^{\circ}18'02''$ West for a distance of 119.40 feet to a point; thence North $43^{\circ}45'08''$ West for a distance of 91.26 feet to a point; thence North $28^{\circ}06'04''$ West for a distance of 72.88 feet to a point; thence South $66^{\circ}23'36''$ West for a distance of 95.91 feet to a point; thence South $10^{\circ}50'18''$ East for a distance of 84.88 feet to a point; thence South $10^{\circ}02'02''$ East for a distance of 54.40 feet to a point; thence South $07^{\circ}43'58''$ West for a distance of 110.93 feet to a point; thence South $75^{\circ}40'35''$ West for a distance of 80.71 feet to a point; thence South $31^{\circ}01'44''$ East for a distance of 81.14 feet to a point; thence South $58^{\circ}08'36''$ East for a distance of 60.61 feet to a point; thence South $35^{\circ}46'45''$ East for a distance of 79.90 feet to a point; thence North $89^{\circ}50'24''$ West for a distance of 99.55 feet to a point; thence South $46^{\circ}40'26''$ West for a distance of 50.56 feet to a point; thence South $01^{\circ}49'10''$ West for a distance of 133.61 feet to a point; thence South $09^{\circ}22'52''$ East for a distance of 61.23 feet to a point; thence South $65^{\circ}20'00''$ West for a distance of 81.50 feet to a point; thence North $78^{\circ}49'27''$ West for a distance of 71.64 feet to a point; thence North $43^{\circ}30'02''$ West for a distance of 82.05 feet to a point; thence North $56^{\circ}58'12''$ West for a distance of 66.88 feet to a point; thence North $60^{\circ}30'12''$ West for a distance of 87.56 feet to a point; thence North $66^{\circ}52'01''$ West for a distance of 69.36 feet to a point; thence South $61^{\circ}38'34''$ West for a distance of 92.20 feet to a point; thence South $15^{\circ}02'10''$ East for a distance of 74.87 feet to a point; thence South $35^{\circ}22'50''$ East for a distance of 130.94 feet to a point; thence North $84^{\circ}05'46''$ East for a distance of 44.33 feet to a point; thence South $23^{\circ}31'47''$ East

for a distance of 62.39 feet to a point; thence South 39°29'29" East for a distance of 83.39 feet to a point; thence South 51°24'33" East for distance of 66.58 feet to a point; thence South 66°41'49" West for a distance of 28.33 feet to a point; thence South 65°56'14" West for a distance of 123.99 feet to a point; then South 56°31'11" West for a distance of 91.70 feet to a point; thence South 25°27'17" West for a distance of 88.98 feet to a point; thence South 38°43'46" West for a distance of 72.14 feet to a point; thence North 89°17'02" West for a distance of 81.19 feet to a point; thence South 35°46'19" West for a distance of 47.83 feet to a point; thence South 05°59'34" West for a distance of 85.45 feet to a point; thence South 17°00'08" West for a distance of 172.48 feet to a point; thence South 02°53'08" West for a distance of 157.93 feet to a point; thence North 68°05'35" East for a distance of 114.62 feet to a point; thence North 23°44'41" East for a distance of 76.47 feet to a point; thence North 38°14'38" East for a distance of 75.95 feet to a point; thence North 51°49'28" East for a distance of 130.64 feet to a point; thence North 39°22'05" East for a distance of 61.93 feet to a point; thence South 81°08'36" East for a distance of 73.89 feet to a point; thence North 20°24'21" East for a distance of 101.50 feet to a point; thence North 59°58'57" East for a distance of 52.50 feet to a point; thence North 47°40'59" East for a distance of 68.75 feet to a point; thence North 78°01'17" East for a distance of 58.99 feet to a point; thence North 74°17'18" East for a distance of 71.85 feet to a point; thence North 35°01'18" East for a distance of 63.19 feet to a point; thence North 55°39'42" East for a distance of 81.01 feet to a point; thence North 46°32'26" East for a distance of 81.96 feet to a point; thence North 51°16'00" East for a distance of 87.68 feet to a point; thence North 59°06'49" East for a distance of 94.80 feet to a point; thence North 72°44'56" East for a distance of 54.43 feet to a point; thence South 75°18'09" East for a distance of 60.44 feet to a point; thence North 44°36'54" East for a distance of 71.64 feet to a point; thence North 82°39'17" East for a distance of 145.79 feet to a point; thence North 88°18'14" East for a distance of 49.69 feet to a point; thence South 79°53'36" East for a distance of 38.53 feet to a point; thence South 65°21'02" East for a distance of 39.05 feet to a point; thence South 32°32'43" East for a distance of 44.82 feet to a point; thence South 12°09'03" East for a distance of 46.73 feet to a point; thence South 02°32'33" East for a distance of 48.86 feet to a point; thence South 48°42'12" East for a distance of 48.48 feet to a point; thence North 64°29'54" East for a distance of 46.75 feet to a point; thence North 33°41'24" East for a distance of 45.17 feet to a point; thence North 31°33'18" East for a distance of 36.58 feet to a point; thence South 78°18'48" East for a distance of 22.58 feet to a point; thence North 30°06'30" East for a distance of 187.83 feet to a point; said point being the POINT OF BEGINNING of the herein described parcel, containing 21.257 acres, more or less.

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