

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

SEND TAX NOTICE TO:
Jimmy Stephen Shirley
1246 Greystone Crest
Birmingham, AL 35242

CORPORATION WARRANTY DEED

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

That in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) in hand paid to the undersigned, Steve Shirley, Inc., a corporation, (hereinafter referred to as "GRANTOR"), by Jimmy Stephen Shirley (hereinafter referred to as "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, located and situated in Shelby County, Alabama, to wit:

Lot 19, according to The Crest at Greystone, First Addition, as recorded in Map Book 19, page 52 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

SUBJECT TO:

1. Ad valorem taxes for the current year, 1998.
2. Building setback as set forth in the Declarations recprded as Instrument #1992-22103, 1st Amendment as Inst. #1994-3752 and 2nd Amendment as Inst. #1995-0941 and as shown by Map Book 19 page 51 and Map Book 18 page 17 A, B, C & D in Probate Office.
3. Easements as shown by recorded plat.
4. Right(s)-of-Way(s), covenants and agreements to The Water Works and Sewer Board of the City of Birmingham by instrument(s) recorded in Inst. #1994-26400 in Probate Office.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights as set out in Deed 121 page 294 and Deed 60 page 260 in Probate Office.
6. Release of damages as set out in instrument(s) recorded in Inst. #1992-22103; 1st Amendment as Inst. #1994-3752 and 2nd Amendment as Inst. #1995-0941 in Probate Office.
7. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 19 page 52 in Probate Office.
8. Amended and Restated Restrictive Covenants as set out in Real 265 page 96 in Probate Office.
9. The Crest at Greystone Declaration of Covenants, Conditions and Restrictions as set out as Inst. #1992-

06/03/1998-20290
08:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 REC 14.50

Inst # 1998-20290

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- 22103, as amended by Inst. #1994-03752 and 2nd Amendment as Inst. #1995-0941 in Probate Office.
10. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc., recorded as Real 350 page 545 in the Probate Office.
 11. Restrictions, limitations and conditions as set out in Map Book 16 page 108 and Map Book 18 page 17 A, B, C & D and Map Book 19 page 51.
 12. Articles of Incorporation of The Crest at Greystone Association set out in Inst. No. 1992-22102 in the Probate Office.
 13. Agreement by and between Shelby County, Alabama, James T. Persons and Crest Ridge, Inc. regarding water services as set out in Inst. No. 1994-21556 in the Probate Office.

ALL of the purchase price recited above was paid by a purchase money mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE, his heirs and assigns forever.

And said Steve Shirley, Inc., a corporation does for itself, its successors and assigns, covenant with the said GRANTEE, his heirs and assigns, that it 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 GRANTEE, his heirs and assigns forever, against the lawful claims of all persons.

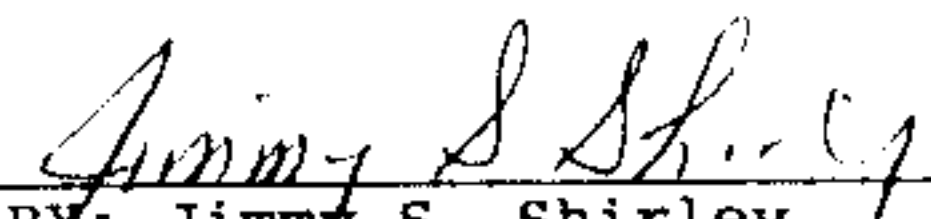
GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations of all protective covenants and restrictions as set out hereinabove.

IN WITNESS WHEREOF, the said Steve Shirley, Inc., a corporation by its President, Jimmy S. Shirley, who is authorized to execute this conveyance, has hereto set its signature and seal, this 20th day of May, 1998.

ATTEST:

STEVE SHIRLEY, INC.

BY:
ITS:

 (SEAL)
BY: Jimmy S. Shirley
ITS: President
GRANTOR

WITNESS

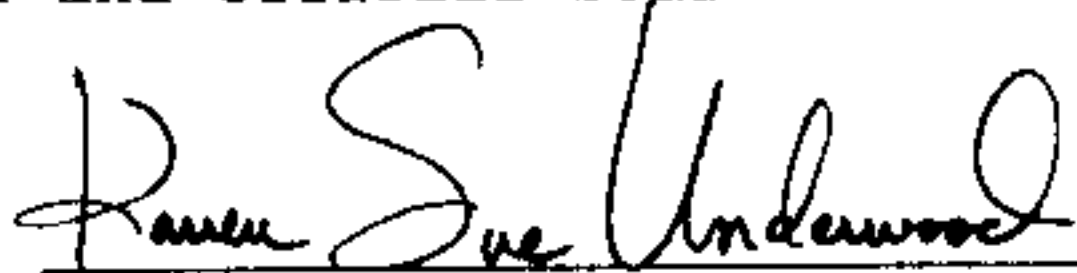
 (SEAL)
Jimmy Stephen Shirley
GRANTEE

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 Jimmy S. Shirley, whose name as President, of Steve Shirley, 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.

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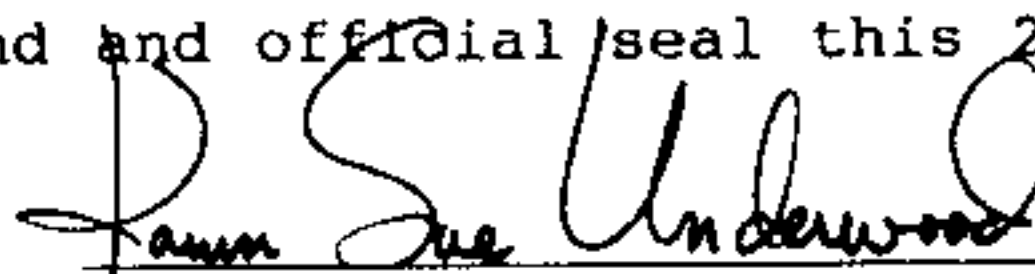
Given under my hand and official seal this 20th day of May, 1998.


NOTARY PUBLIC
My commission expires: 6-23-2001

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 Jimmy Stephen Shirley, 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 the conveyance, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of May, 1998.


NOTARY PUBLIC
My commission expires: 6-23-2001

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