

This Instrument Prepared By:

Send Tax Notice To:

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

Mary Wooley
5068 English Turn
Birmingham, Alabama 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for in consideration of the exchange of real property between Grantor and Grantee and other good and valuable consideration to the undersigned **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company ("Grantor"), in hand paid by **MARY N. WOOLEY** ("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 66, according to the Survey of the Final Record Plat of Greystone Farms, English Turn Sector, Phase 2, as recorded in Map Book 21 page 46 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes for 1998 and subsequent years not yet due and payable; (2) Minimum building setback lines, including, specifically, (i) Front Setback, 5 feet; (ii) Rear Setback, 0 feet and (iii) Side Setback, 0 feet, and public easements as shown by recorded plat; (3) Building setback lines as shown by Map Book 21 page 46, and by restrictions 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 as Inst. #1997-2587 and 4th Amendment recorded as Inst. #1998-10062; (4) 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 as Inst. #1997-2587 and 4th Amendment recorded as Inst. #1998-10062; (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 set out in Deed Book 121 page 294 and Deed Book 60 page 260 in Probate Office; (6) Restrictions, limitations and conditions as set out in Map Book 21, page 46; (7) Easement(s) to Bellsouth Communications as shown by instrument recorded as Inst. #1995-7422; (8) 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; (9) Shelby Cable Agreement recorded in Real 350 page 545; (10) 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 and as further modified by Agreement recorded as Inst. #1993-20840; (11) Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994, as Inst. #1994-21963; (12) Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Inst. #1994-22318 and 1st Amendment recorded in Inst. #1996-0530 and 2nd Amendment recorded

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in Inst. #1998-16170; (13) Greystone Farms Reciprocal Easement Agreement recorded as Inst. #1995-16400; (14) Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions recorded as Inst. #1995-16403, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said Grantee, her heirs and assigns forever.

IN WITNESS WHEREOF, Grantor, Double Oak Water Reclamation, LLC, an Alabama limited liability company, by and through William L. Thornton, III, as Vice-President of South Edge, Inc., as Manager of Double Oak Water Reclamation, LLC, 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 the 24th day of June, 1998.

DOUBLE OAK WATER RECLAMATION, LLC, an
Alabama limited liability company

By: South Edge, Inc., Its Manager

By: William L. Thornton, III
William L. Thornton, III
Its Vice-President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that William L. Thornton, III, whose name as Vice-President of South Edge, Inc., an Alabama corporation, as Manager of Double Oak Water Reclamation, LLC, an Alabama limited liability company, 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, acting in its capacity as Manager as aforesaid.

Given under my hand and seal this the 24th day of June, 1998.

Mary P. Thornton
Notary Public

[SEAL]

My commission expires:

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