

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("**Mortgage**") is made and entered into as of the 27th day of January, 1999 by and between GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("**Borrower**"), as mortgagor, and STEVAN K. GOOZÉE and wife, CHRISTINE P. GOOZÉE ("**Lender**"), as mortgagee.

RECITALS:

Borrower is justly indebted to Lender in the principal sum of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) (the "**Loan**"), as evidenced by a promissory note of even date herewith (said note, as the same may hereafter be renewed, extended or modified, is hereinafter referred to as the "**Note**") in said principal amount executed and delivered by Borrower to Lender.

Mortgage

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

ARTICLE 1

SECTION 1.1 Rules of Construction. For the purposes of this Mortgage, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

- (a) Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
- (b) All references herein to designated "Articles," "Sections" and other subdivisions or to lettered Exhibits are to the designated Articles, Sections and subdivisions hereof and the Exhibits annexed hereto unless expressly otherwise designated in context. All Article, Section, other subdivision and Exhibit captions herein are used for convenience of reference only and do not limit or describe the scope or intent of, or in any way affect, this Mortgage.
- (c) The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without being limited to".
- (d) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Mortgage as a whole and not to any particular Article, Section, or other subdivision or Exhibit.
- (e) All Recitals set forth in, and all Exhibits to, this Mortgage are hereby incorporated in this Mortgage by reference.
- (f) No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.
- (g) All references in this Mortgage to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

SECTION 1.2 Definitions. As used in this Mortgage, capitalized terms that are not otherwise defined herein shall have the following meanings:

- (a) **Business Day** means any day other than a Saturday, a Sunday or a day on which banking institutions are required or authorized to close in Birmingham, Alabama.

- (b) **Event of Default** is defined in Section 4.

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(c) **Impositions** means all taxes, assessments, dues, fines, rents, levies, fees, permits and other governmental and quasi-governmental charges imposed or levied upon the Property (or any part thereof), the operations thereon, the use or occupancy thereof, the liens or other interests created by this Mortgage or the filing or recording of this Mortgage.

(d) **Improvements** is defined in Section 2.1(b).

(e) **Land** is defined in Section 2.1(a).

(f) **Obligations** means (i) the payment of all amounts now or hereafter becoming due and payable under the Note; (ii) the observance and performance by Borrower of all of the provisions of this Mortgage; and (iii) the payment of all sums advanced or paid by Lender in exercising any of its rights, powers or remedies under this Mortgage.

(g) **Permitted Encumbrances** means any matters affecting title to the Property, including, without limitation, real estate ad valorem taxes, library district assessments and fire district dues due and payable October 1, 1999 and all subsequent years thereafter and all easements, restrictions, right-of-way, reservations and other matters of record.

(h) **Property** is defined in Section 2.1.

(i) **Real Property** is defined in Section 2.1(b).

ARTICLE 2

Granting Clauses

SECTION 2.1 Granting Clauses. As security for the Obligations, Borrower hereby grants, bargains, sells, assigns and conveys unto Lender, and hereby grants to Lender a security interest in, all of Borrower's right, title and interest in, to and under the following property and interests in property (collectively, the "Property"):

(a) **Land.** The land located in Shelby County, Alabama which is more particularly described in Exhibit A and all hereditaments, easements, rights-of-way, privileges and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto (collectively, the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land and all fixtures used in connection therewith, now owned or hereafter acquired by Borrower (collectively, the "Improvements" and, together with the Land, collectively, the "Real Property").

(c) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Real Property, together with all right, title and interest of Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(d) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Borrower or any subsequent owner of any of the Real Property as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property.

SUBJECT, HOWEVER, to the Permitted Encumbrances.

TO HAVE AND TO HOLD the Property, together with all the rights, privileges and appurtenances thereunto belonging, unto Lender, its successors and assigns, forever.

ARTICLE 3

Representations, Warranties and Covenants of Borrower

SECTION 3.1 Valid Title, Debt, etc. Borrower represents and warrants to the Lender that (a) subject to the Permitted Encumbrances, Borrower is lawfully seized in fee simple of the Real Property and is the lawful owner of, and has good title to, the remainder of the Property, and Borrower has good right to mortgage the Real Property as aforesaid; (b) subject to the

Permitted Encumbrances, Borrower has full power to encumber, assign and convey the Property as provided herein; (c) this Mortgage is and will remain a valid and enforceable first priority mortgage lien on the Real Property, subject only to the Permitted Encumbrances; and (d) Borrower shall forever warrant and defend the title to the Property unto Lender against the lawful claims of all persons whomsoever, except those claiming under the Permitted Encumbrances.

SECTION 3.2 Payment and Performance of Obligations and Impositions. Subject to the provisions of Section 5.16 hereof, Borrower covenants and agrees to pay and perform all of the Obligations in a prompt and punctual manner and in accordance with all of the terms, provisions and requirements of the Note and this Mortgage. Borrower shall pay or cause to be paid all Impositions. Borrower may, at Borrower's own expense, in good faith contest any such Impositions and, in the event of any such contest, may permit the Impositions so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of the contested items shall be effectively stayed.

SECTION 3.3 Condemnation.

(a) **Borrower's Responsibilities; Proceedings.** Borrower, immediately upon obtaining knowledge thereof, shall notify Lender of any pending or threatened proceedings for the condemnation of any of the Property or of the exercise of any right of eminent domain with respect thereto, or of any other pending or threatened proceedings arising out of injury or damage to any of the Property. Lender may participate in any such proceedings, and Borrower from time to time shall execute and deliver to Lender all instruments requested by Lender to permit such participation. Borrower shall, at Borrower's expense, diligently prosecute any such proceedings, deliver to Lender copies of all papers served in connection therewith and consult and cooperate with Lender, its attorneys and agents, in carrying on and defending any such proceedings. No settlement of any such proceedings shall be made by Borrower without Lender's consent, not to be unreasonably withheld.

(b) **Lender's Rights to Proceeds.** All proceeds of condemnation awards or proceeds of sale in lieu of condemnation, and all judgments, decrees and awards for injury or damage to the Property shall be paid to Lender and applied by Lender as provided in Section 3.3(c) below. Borrower authorizes Lender to collect and receive the same, to give receipts and acquittances therefor, and to appeal from any such judgment, decree or award. Lender shall not be liable for any failure to collect, or exercise diligence in the collection of, any of the same.

(c) **Application of Proceeds.** Lender shall apply any proceeds, judgments, decrees or awards referred to in Section 3.3(b), first, to reimburse Lender for all reasonable costs and expenses, including attorneys' fees and disbursements, incurred in connection with the proceeding in question or the collection of such amounts, and second, the remainder thereof to the repayment of the principal balance of the Note.

ARTICLE 4

Defeasance, Default and Remedies

SECTION 4.1 Defeasance. This Mortgage is made upon the condition that if (a) all of the Obligations are paid in full and (b) Borrower reimburses Lender for any amount Lender has paid in performing any of Borrower's obligations under any of this Mortgage, then this conveyance shall be null and void. Notwithstanding any provision of this Mortgage to the contrary, Lender shall execute and deliver to Borrower a full release of the lien of this Mortgage upon receipt of all sums due under the Note.

SECTION 4.2 Events of Default. The occurrence of any of the following events shall constitute an event of default (an "Event of Default") under this Mortgage:

(a) subject to the provisions of Section 5.16 below, default shall be made in the payment when due of any of the Obligations and such default shall continue unremedied for more than 10 days after written notice thereof has been given by Lender to Borrower; or

(b) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of Borrower to be observed or performed pursuant to the terms of this Mortgage and such default shall continue unremedied for more than 60 days after written notice thereof has been given by Lender to Borrower; or

(c) Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or other custodian for Borrower or for any of Borrower's properties or assets (including the Property), (ii) fail or admit in writing its inability to pay

its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) suffer or permit an order for relief to be entered against it in any proceeding under the federal bankruptcy code, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under such law or statute; or

(d) a petition shall be filed, without the application, approval or consent of Borrower in any court of competent jurisdiction, seeking bankruptcy, reorganization, rearrangement, dissolution or liquidation of Borrower or of all or a substantial part of its properties or assets, or seeking the appointment of a receiver, trustee, liquidator or other custodian of Borrower or of all or a substantial part of its properties or assets, and such petition shall not have been stayed or dismissed within 90 days after the filing thereof; or

(e) Borrower shall become insolvent, suspend its business or be dissolved or liquidated or any writ of execution, attachment or garnishment shall be issued against the assets of Borrower and such writ of execution, attachment or garnishment shall not be dismissed, discharged or quashed within 60 days of issuance.

SECTION 4.3 Rights and Remedies of Lender Upon Default.

(a) **Acceleration of Obligations.** If an Event of Default exists, Lender shall have the right without further notice to Borrower to declare all of the Obligations immediately due and payable.

(b) **Possession and Operation of Property.** If an Event of Default exists, in addition to all other rights herein conferred on Lender, Lender (or any person designated by Lender) may, but will not be obligated to, (i) enter upon the Real Property and take possession of any or all of the Property without being guilty of trespass or conversion, exclude Borrower therefrom, and hold, use, administer, manage and operate the same to the extent that Borrower could do so, without any liability to Borrower resulting therefrom; (ii) collect, receive and receipt for all proceeds accruing from the operation and management of the Property; (iii) make repairs and purchase needed additional property; (iv) insure or reinsure the Property; (v) maintain and restore the Property; (vi) prepare the Property for resale, lease or other disposition; (vii) have furnished to the Property utilities and other materials and services used on or in connection with the Property; and (viii) exercise every power, right and privilege of Borrower with respect to the Property.

(c) **Judicial Proceedings; Right to Receiver.** If an Event of Default exists, Lender, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its Lien on the Property, to sue Borrower for damages on account of said default, for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Lender shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to Borrower or any other party, of a receiver of the rents, issues, profits and revenues of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) **Power of Sale.** If an Event of Default exists, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Lender shall be authorized, at its option, whether or not possession of the Property is taken, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) under the power of sale which is hereby given to Lender, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Property to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Lender may bid at any sale held under this Mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Borrower hereby waiving the application of any doctrine of marshaling or like proceeding. In case Lender, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall

have been sold or all the Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein.

(e) **Foreclosure Deeds.** To the extent permitted by applicable law, Borrower hereby authorizes and empowers Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of Borrower, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(f) **Order of Application of Proceeds.** All payments received by Lender as proceeds of any of the Property, as well as any and all amounts realized by Lender in connection with the enforcement of any right or remedy under this Mortgage, shall be applied by Lender as follows: (i) to the payment of all expenses incident to the exercise of any remedies under this Mortgage, including attorneys' fees and disbursements as provided in this Mortgage, appraisal fees, environmental site assessment fees, title search fees and foreclosure notice costs, (ii) to the payment in full of any of the Obligations that are then due and payable (including principal, accrued interest and all other sums secured hereby) in such order as Lender may elect in its sole discretion, (iii) to a cash collateral reserve fund to be held by Lender in an amount equal to, and as security for, any of the Obligations that are not then due and payable, and (iv) the remainder, if any, shall be paid to Borrower or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(g) **Waiver of Certain Laws.** Borrower waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisal before sale of any portion of the Property (commonly known as appraisal laws), or (ii) any extension of time for the enforcement of the collection of the Obligations or any creation or extension of a period of redemption from any sale made in collecting the Obligations (commonly known as stay laws and redemption laws).

SECTION 4.4 Remedies Cumulative. The rights, powers and remedies of the Lender under this Mortgage are cumulative and not exclusive of any other rights, powers, or remedies now or hereafter existing at law or in equity.

ARTICLE 5

Miscellaneous

SECTION 5.1 Notices.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Mortgage to be made upon, given or furnished to, or filed with, Borrower or Lender must (except as otherwise expressly provided in this Mortgage) be in writing and be delivered by one of the following methods: (i) by personal delivery at the hand delivery address specified below, (ii) by first-class, registered or certified mail, postage prepaid, addressed as specified below, or (iii) if facsimile transmission facilities for such party are identified below or pursuant to a separate written notice from such party, sent by facsimile transmission to the number specified below or in such notice.

(b) The hand delivery address, mailing address and (if applicable) facsimile transmission number for receipt of notice or other documents by such parties are as follows:

Borrower: Greystone Development Company, LLC
3595 Grandview Parkway, Suite 400
Birmingham, Alabama 35243
Attention: Mr. Donald K. Lloyd

with a copy to: Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

Lender: Mr. and Mrs. Stevan K. Goozée
2695 Saddle Creek Trail
Birmingham, Alabama 35242

Any of such parties may change the address or number for receiving any such notice or other document by giving notice of the change to the other parties named in this Section 5.1.

(c) Any such notice or other document shall be deemed delivered when actually received by the party to whom directed (or, if such party is not an individual, to an officer, director, partner or other legal representative of the party) at the address or number specified pursuant to Section 5.1(b), or, if sent by mail, three Business Days after such notice or document is deposited in the United States mail, addressed as provided above.

(d) Five Business Days' written notice to Borrower as provided above shall constitute reasonable notification to Borrower when notification is required by law; provided, however, that nothing contained in the foregoing shall be construed as requiring five Business Days' notice if, under applicable law and the circumstances then existing, a shorter period of time would constitute reasonable notice.

SECTION 5.2 Expenses. Borrower shall promptly on demand pay all reasonable costs and expenses, including the fees and disbursements of counsel to Lender, incurred by Lender in connection with the enforcement of this Mortgage following an Event of Default.

SECTION 5.3 Successors and Assigns. Whenever in this Mortgage any party hereto is referred to, such reference shall be deemed to include the successors and assigns of such party and all covenants and agreements of Borrower contained in this Mortgage shall bind Borrower's successors and assigns and shall inure to the benefit of the successors and assigns of Lender.

SECTION 5.4 Governing Law. This Mortgage shall be construed in accordance with and governed by the internal laws of the State of Alabama (without regard to conflict of law principles) except as required by mandatory provisions of law and except to the extent that the validity and perfection of the liens on the Property are governed by the laws of any jurisdiction other than the State of Alabama.

SECTION 5.5 Date of Mortgage. The date of this Mortgage is intended as a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on that date.

SECTION 5.6 Separability Clause. If any provision of this Mortgage shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5.7 Counterparts. This Mortgage may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

SECTION 5.8 No Oral Agreements. This Mortgage is the final expression of the agreement between the parties hereto, and this Mortgage may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Mortgage and there is no unwritten oral agreement between the parties hereto in existence.

SECTION 5.9 Waiver and Election. The exercise by Lender of any option given under this Mortgage shall not constitute a waiver of the right to exercise any other option. The filing of a suit to foreclose the lien granted by this Mortgage, either on any matured portion of the Obligations or for the whole of the Obligations, shall not be considered an election so as to preclude foreclosure by judicial foreclosure the Lien granted by this Mortgage. No failure or delay on the part of Lender in exercising any right, power or remedy under this Mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of this Mortgage, nor consent to any departure by Borrower therefrom, shall be effective unless in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

SECTION 5.10 Advances by the Lender. If an Event of Default occurs hereunder, Lender may (but shall not be required to) make advances to cure any such Event of Default and, where necessary, enter the Property for the purpose of performing Borrower's obligations to the extent necessary to cure such Event of Default. Borrower agrees to repay all such sums advanced upon demand and all sums so advanced shall be a part of the Obligations. The making of any such advances shall not be construed as a waiver by Lender of any Event of Default resulting from Borrower's failure to pay such amounts.

SECTION 5.11 Rights, Liens and Obligations Absolute. All rights of Lender hereunder, all liens granted to Lender hereunder, and all obligations of Borrower hereunder, shall be absolute and unconditional and shall not be affected by (a) any lack of validity or enforceability as to any other person of any provision of the Note or this Mortgage, (b) any change in the time,

manner or place of payment of, or any other term of the Obligations, (c) any amendment or waiver of any of the provisions of the Note or this Mortgage as to any other person, and (d) any exchange, release or non-perfection of any other collateral or any release, termination or waiver of any guaranty, for any of the Obligations.

SECTION 5.12 Construction of Mortgage. This Mortgage is and may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, fixture filing, hypothecation or contract, or any one or more of them, in order fully to effectuate the liens created hereby and the purposes and agreements herein set forth.

SECTION 5.13 Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing for purposes of Article 9 of the Uniform Commercial Code. The fixture filing covers all goods that are or are to become affixed to the Real Property. The goods are described by item or type in Section 2.1. Borrower is the debtor, and Lender is the secured party. The names of the debtor (Borrower) and the secured party (Lender) are given in the first paragraph of this Mortgage. This Mortgage is signed by the debtor (Borrower) as a fixture filing. The mailing address of Lender set out in Section 5.1(b) is an address of the secured party from which information concerning the security interest may be obtained. The mailing address of Borrower set out in Section 5.1(b) is a mailing address for the debtor. The real estate to which the goods are or are to be affixed is described in Exhibit A. Borrower is a record owner of the real estate.

SECTION 5.14 Landlord-Tenant Relationship. Any sale of the Property under Section 4.3 of this Mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and Borrower.

SECTION 5.15 Limitation of Liability of Borrower. Notwithstanding anything provided herein or in the Note to the contrary, neither Borrower nor any of its members or managers shall be personally liable for the payment of any sum or the performance of any Obligations and Lender acknowledges and agrees that its sole remedy upon a default in the payment or performance of any of the Obligations shall be to foreclose this Mortgage and any of the security interests or other collateral described herein, it being the intent of the parties that no deficiency judgment shall be sought or taken against Borrower or any of its members or managers. Furthermore, neither Borrower nor its members or managers shall be liable for any deficiency or other personal money judgment with respect to any of the Obligations for the payment of any sums or the performance of any obligations set forth in this Mortgage or the Note.

SECTION 5.16 Payment of Note Conditioned Upon Surrender of Possession of Dwelling. Contemporaneously herewith, Borrower and Lender have entered into a lease agreement (the "Lease") pursuant to which Borrower has leased to Lender for a term of one (1) year from the date hereof the single-family residential dwelling (the "Dwelling") situated on the Land. As provided in the Note, the obligation of Borrower to pay the principal amount of the Note is subject to Lender vacating and surrendering possession of the Dwelling to Borrower in accordance with the terms and provisions of the Lease on or before the Maturity Date of the Note. The Lease also provides that should Lender not promptly surrender possession of Dwelling on or before the Maturity Date of the Note, then Borrower shall have all of the rights and remedies set forth in the Lease, including, without limitation, offset rights as specified therein.

SECTION 5.17 Purchase Money Mortgage. This Mortgage is a purchase money mortgage given to secure a portion of the purchase price for the Property. The entire proceeds of the Note have been applied to the purchase price of the Property which has been conveyed simultaneously herewith by Lender to Borrower.

IN WITNESS WHEREOF, the undersigned Borrower has caused this Mortgage to be executed as of the day and year first above written.

**GREYSTONE DEVELOPMENT COMPANY, LLC, an
Alabama limited liability company**

By: **DANIEL REALTY CORPORATION,**
an Alabama corporation, Its Manager

By: 
Its: VP

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Chris A. Brown whose name as Vice President of DANIEL REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, LLC, 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 such corporation in its capacity as manager of said limited liability company.

Given under my hand and official seal this the 27th day of January, 1999.

Notary Public: 

My Commission Expires: 2/8/2001

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

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Lot 3, according to the Amended Map of Saddle Creek Run, as recorded in Map Book 15, Page 22 in the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER WITH the non-exclusive easement to use Saddle Creek Trail and Saddle Creek Drive, as shown in Map Book 14, Page 5, Map Book 14, Page 8 and Map Book 15, Page 22 in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1999-04047

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