

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDED AND RESTATED RESTRICTIVE COVENANTS

THESE AMENDED AND RESTATED RESTRICTIVE COVENANTS (these "Restated Covenants") are made and entered into as of the 12th day of February, 1999 by and among ROY W. GILBERT, JR., and wife, JUDITH L. GILBERT (collectively, "Gilbert"), GILBERT FAMILY PARTNERSHIP, LTD., an Alabama limited partnership (the "Partnership"), DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel"), and GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Development Company").

RECITALS:

Gilbert and Daniel have heretofore entered into those certain Restrictive Covenants dated as of May 6, 1997 (the "Existing Covenants") which have been recorded as Instrument No. 1997-14125 in the Office of the Judge of Probate of Shelby County, Alabama.

Gilbert has heretofore transferred and conveyed to the Partnership the 17 Acre Tract, as defined and referenced in the Existing Covenants. Contemporaneously herewith, the Partnership has transferred and conveyed to Development Company all of that certain real property (the "Golf/Lake Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Partnership continues to retain ownership of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Partnership A Property").

Gilbert is the owner of approximately 28 acres, more or less, of unimproved real property (the "Beaver Property") situated in Shelby County, Alabama which is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The Beaver Property was subject to the terms, provisions, conditions and requirements of the Existing Covenants.

The parties hereto desire to amend and restate the Existing Covenants in their entirety by the terms and provisions set forth in these Restated Covenants.

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

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SHELBY COUNTY JUDGE OF PROBATE
47.00

Inst # 1999-07166

1. **Restatement of Existing Covenants.** The Existing Covenants are hereby restated in their entirety by the terms and provisions of these Restated Covenants. As a result thereof, the Existing Covenants are hereby cancelled, terminated, are deemed null and void and shall be of no further force or effect.

2. **Use Restrictions with Respect to Partnership A Property and the Beaver Property.**

(a) The Partnership A Property and the Beaver Property shall be used, held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained solely for Single-Family Residential Purposes and Ancillary Purposes, as such terms are hereinafter defined. As used herein, the term "Single-Family Residential Purposes" shall mean and include any attached or detached dwelling units for single-family residential use and occupancy, including, without limitation, patio and garden homes and townhouses (hereinafter sometimes individually referred to as "Dwelling" and collectively as "Dwellings") which may include one or more of the following additional structures (collectively, "Additional Structures"): attached or detached garages, barns, stables, guest houses, servant quarters, pools, pool houses, cabanas, tennis courts, boat houses and similar structures as are normally and customarily found in single-family residential communities. As used herein, the term "Ancillary Purposes" shall mean and include any of the following uses and purposes:

(i) Public or private golf courses and related facilities and amenities normally and customarily found at public and private golf courses and country clubs, including, without limitation, maintenance buildings, golf cart storage areas, parking facilities, clubhouses (which may utilize modular buildings and may include administrative offices, pro shops, restrooms, locker rooms, kitchens, bars, grills, food and beverage preparation and consumption areas and other areas which are normally and customarily found in clubhouses of public or private golf courses or country clubs), on-course restroom, snack bar, grill and beverage facilities, lakes, ponds, retention ponds and swim and tennis facilities;

(ii) Golf and tennis tournaments and events, including any and all temporary or permanent structures, tents, grandstands, pavilions and other facilities and improvements which are normally and customarily utilized in connection with any golf or tennis tournaments and events (collectively, with those uses described in Paragraph 2(a)(i) above, the "Golf Course Amenities");

(iii) Lakes and ponds for fishing and other water-related activities, equestrian, horseback riding and training facilities and any other private, non-commercial outdoor recreational pursuits;

(iv) Any and all lines, pipes, conduits, equipment, machinery and appurtenances which may be necessary or required in order to provide any utility services, master television and cable television systems and services, security systems and services and similar systems and services as may be necessary in connection with the development and use of any portion of the Partnership A Property, the Beaver Property, the Golf/Lake Property or any other real property situated adjacent to and in close proximity thereto which may be owned by Daniel, Development Company, Gilbert or the Partnership (collectively, the "Utility Facilities");

(v) Any and all public or private roadways and streets as may be necessary in connection with the development and use of any portion of the Partnership A Property, the Beaver Property, the Golf/Lake Property or any other real property situated adjacent to and in close proximity thereto which may be owned by Daniel, Development Company, Gilbert or the Partnership; and

(vi) Such other buildings, structures, improvements or uses which are related to any of the foregoing.

(b) The term Single-Family Residential Purposes does not mean and specifically excludes any multi-family (i.e., apartment) development. The use of any portion of a Dwelling as an office by any owner or occupant thereof shall not be considered a violation of the restrictions set forth in this Paragraph 2 if such use does not create regular customer, client or employee traffic. Furthermore, the leasing or rental of a Dwelling for Single-Family Residential Purposes only shall not be considered a violation of the restrictions set forth in this Paragraph 2.

(c) Notwithstanding anything provided in these Restated Covenants to the contrary, the Partnership A Property may be developed for not more than four (4) detached single-family residential lots.

3. Use Restrictions with Respect to Golf/Lake Property.

(a) The Golf/Lake Property shall be used, held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained solely for the construction, maintenance and operation thereon of Golf Course Amenities and underground Utility Facilities; provided, however, that without the prior written approval of the Partnership, no restrooms, maintenance buildings, Dwellings, other permanent buildings, sanitary sewer holding ponds, pumping (lift) stations or any other above-ground Utility Facilities will be constructed on any portion of the Golf/Lake Property. Furthermore, any lake to be constructed by Development Company on the Golf/Lake Property will be either at ground level or below ground level.

(b) Development Company (or the then owner of the Golf/Lake Property) shall (i) at all times be responsible for maintaining the Golf/Lake Property in good repair and condition and (ii) until such time as the Partnership A Property is either sold by the Partnership or developed for Single-Family Residential Purposes by the Partnership, for maintaining the Partnership A Property in good repair and condition.

(c) Notwithstanding anything provided herein to the contrary, if, for any reason, construction of the Golf Course Amenities on the Golf/Lake Property is not commenced within one (1) year from the date of these Restated Covenants or is not completed within three (3) years from the date of these Restated Covenants, then, in either event, Development Company agrees to reconvey the Golf/Lake Property to the Partnership, free and clear of all liens and encumbrances other than current year's real estate and ad valorem taxes and fire district and library dues and assessments.

4. **Mobile Homes and Trailers.** No temporary houses, mobile homes, trailers or similar buildings or structures of any nature shall be permitted, constructed, installed or allowed to remain on the Beaver Property, the Partnership A Property or the Golf/Lake Property; provided, however, that the foregoing shall not be deemed to prohibit such structures when used as construction trailers and for sales offices or in connection with any Ancillary Purposes or any golf, tennis or similar recreational and/or athletic tournaments held on any portion of the Beaver Property, the Partnership A Property or the Golf/Lake Property.

5. **Additional Restrictive Covenants.**

(a) Subject to the provisions of this Paragraph 5(a), to the extent any portion of the Beaver Property is developed for Single-Family Residential Purposes, then that portion of the Beaver Property which is developed for Single-Family Residential Purposes shall be subjected to additional restrictive covenants to be mutually agreed upon by Gilbert and Daniel, the form of which shall be substantially similar to the Greystone Residential Declaration of Covenants, Conditions and Restriction dated as of November 6, 1990 and recorded in Deed Book 317, Page 260 in the Office of the Judge of Probate of Shelby County, Alabama, as the same has been amended from time to time and which may be subsequently amended (collectively, the "Declaration"), which additional restrictive covenants shall also specify, among other things, minimum square footages of any Dwellings, minimum building setbacks and other terms and conditions as may be mutually agreed upon by Gilbert and Daniel. Notwithstanding anything provided to the contrary in this Paragraph 5(a), in the event any portion of the Beaver Property is owned or developed for use solely by Gilbert or any of their nieces, nephews, children or grandchildren, then the terms and provisions of this Paragraph 5(a) shall not be applicable to that portion of the Beaver Property which is owned or developed solely by Gilbert or any of their nieces, nephews, children or grandchildren; provided, however, that to the extent any portion of the Beaver Property is subsequently sold or conveyed to any third party, then the provisions of this Paragraph 5(a) shall be applicable and binding upon any portion of the Beaver Property which has been or will be developed for Single-Family Residential Purposes.

(b) Immediately prior to the sale or subdivision of any portion of the Partnership A Property, all of the Partnership A Property shall be subject to and encumbered by all of the terms and provisions of the Declaration.

6. **Miscellaneous.**

(a) These Restated Covenants and each term and provision hereof shall be deemed a covenant running with the land and shall be binding upon the parties hereto and all subsequent owners of any portion of the Beaver Property, the Golf/Lake Property and the Partnership A Property.

(b) These Restated Covenants constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace in their entirety the Existing Covenants. These Restated Covenants may be amended and modified as follows:

(i) A written amendment or modification to these Restated Covenants executed by the then owner(s) of the Partnership A Property and Development Company is required to amend (1) the use restrictions applicable to the Partnership A Property set forth in Paragraphs 2(a), 2(b), 2(c) and 4 above and (2) the requirements of Paragraph 5(b) above;

(ii) A written amendment or modification to these Restated Covenants executed by the then owner(s) of the Beaver Property and Daniel is required to amend (1) the use restrictions applicable to the Beaver Property set forth in Paragraphs 2(a), 2(b) and 4 hereof and (2) the requirements of Paragraph 5(a) above; and

(iii) A written amendment or modification to these Restated Covenants executed by the then owner(s) of the Golf/Lake Property, Gilbert and the Partnership is required to amend the use restrictions applicable to the Golf/Lake Property set forth in Paragraphs 3 and 4 hereof.

(c) All of the terms, covenants, provisions, promises, conditions, rights and obligations granted, created or agreed to pursuant to these Restated Covenants shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(d) If any provision of these Restated Covenants or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of these Restated Covenants or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

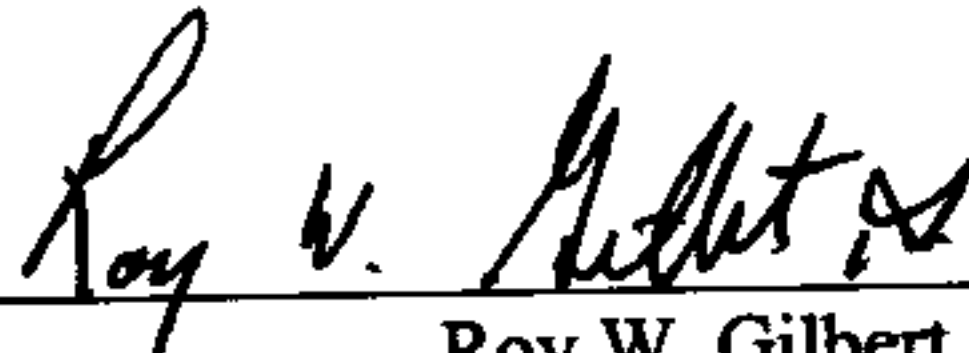
(e) The captions and headings contained in these Restated Covenants are for convenience of reference only and shall not be used in the construction or interpretation of any of the provisions

thereof.

(f) All personal pronouns used in these Restated Covenants, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the plural shall include the use of the singular.

(g) In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by the parties hereto, each party hereto agrees to perform, execute and deliver or cause to be delivered, executed and delivered, but without any obligation to incur any additional liability or expense, any and all further acts, deeds and assurances as may be reasonably necessary to consummate the transactions and obligations contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed these Restated Covenants as of the day and year first above written.




Roy W. Gilbert, Jr.



Judith L. Gilbert

GILBERT FAMILY PARTNERSHIP, LTD., an
Alabama limited partnership

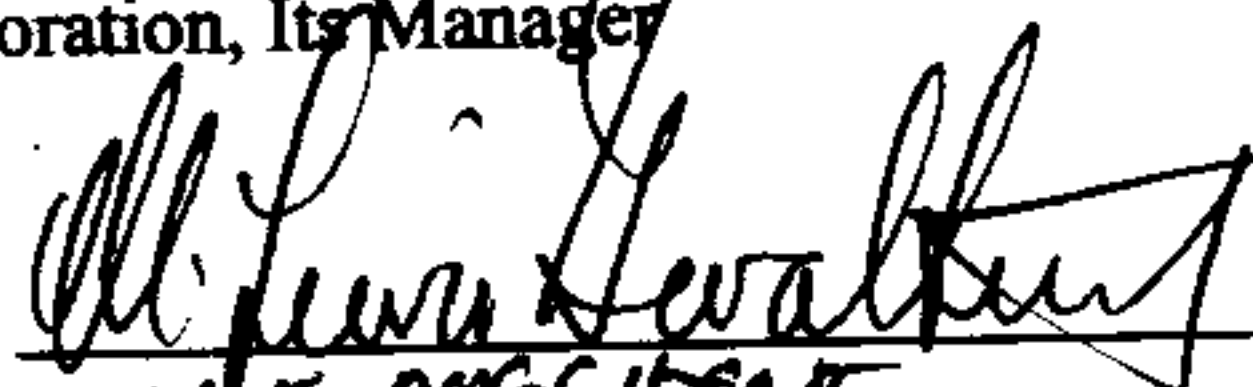
By: GILBERT FARMS, L.L.C., an Alabama limited
liability company, Its General Partner

By: 

Roy W. Gilbert, Jr., Its Member

GREYSTONE DEVELOPMENT COMPANY,
LLC, an Alabama limited liability company

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

By: 

Its: VICE-PRESIDENT

**DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama limited partnership**

By: DANIEL REALTY INVESTMENT
CORPORATION - OAK MOUNTAIN, an
Alabama corporation, Its General Partner

By: 

Its: VICE-PRESIDENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of February, 1999.



Notary Public

[NOTARIAL SEAL]

My commission expires: 9/8/2001

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Roy W. Gilbert, Jr., whose name as Member of the Gilbert Farms, L.L.C., an Alabama limited liability company, as General Partner of Gilbert Family Partnership, Ltd., an Alabama limited partnership, 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 Member and with full authority, executed the same voluntarily on behalf of said limited liability company in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 12th day of February, 1999.



Notary Public

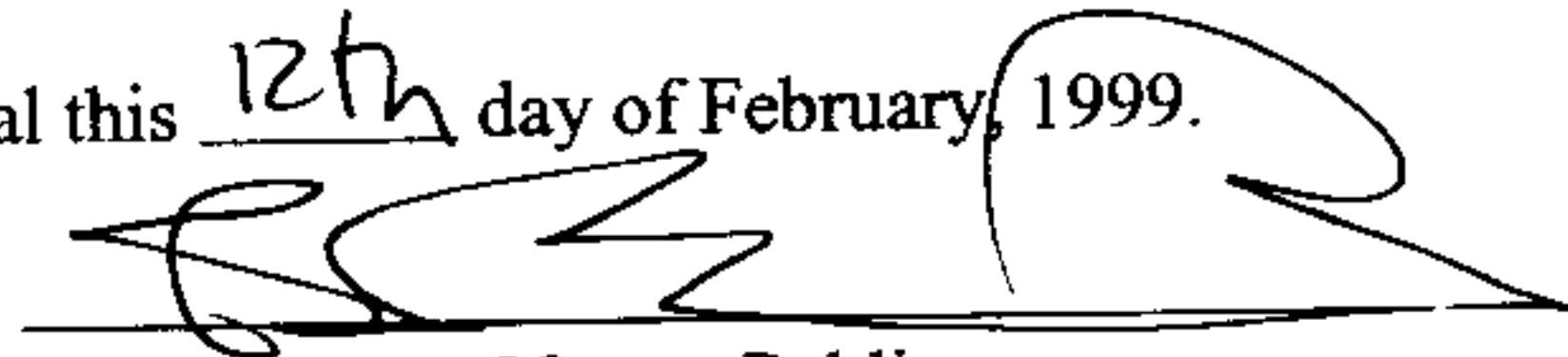
[NOTARIAL SEAL]

My commission expires: 9/8/2001

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that M. Lewis Gwaltney, 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 are 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 corporation in its capacity as Manager of Greystone Development Company, LLC.

Given under my hand and official seal this 12th day of February, 1999.



Notary Public

[NOTARIAL SEAL]

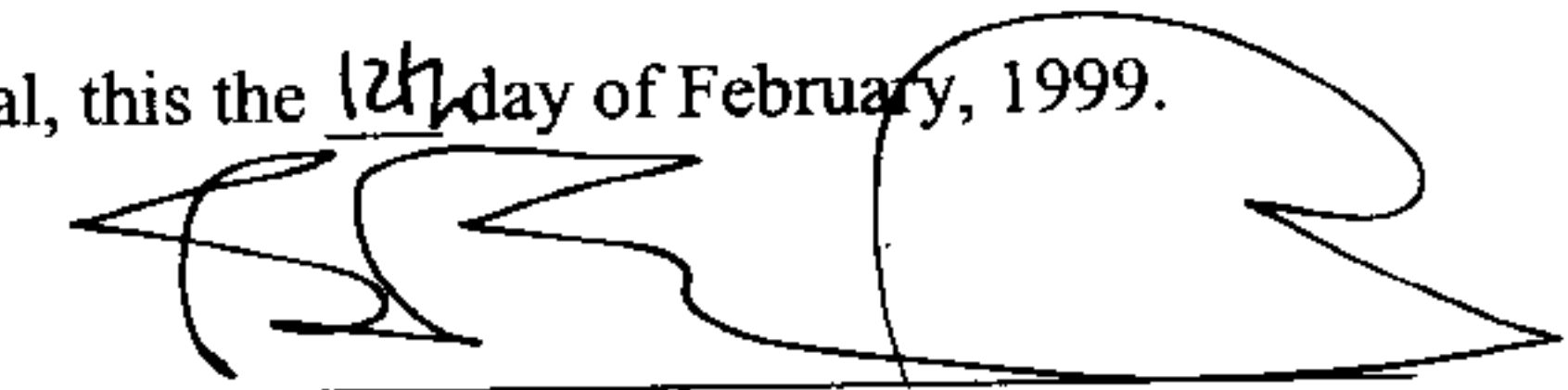
My commission expires: 9/8/2001

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that M. Lewis Gwaltney, whose name as Vice President of Daniel Realty Investment Corporation-Oak Mountain, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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 General Partner as aforesaid.

Given under my hand and official seal, this the 12th day of February, 1999.



Notary Public

My Commission Expires: 9/8/2001

[NOTARIAL SEAL]

This instrument prepared by:
Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place North, Suite 1400
Birmingham, Alabama 35203

EXHIBIT A

Legal Description of Golf/Lake Property

See Attached.

EXHIBIT A

Legal Description of Golf/Lake Property

A parcel of land situated in the Southeast quarter of the Southeast quarter of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at 1" crimped iron locally accepted to be the Northeast corner of said quarter-quarter section; thence run South along the East line of said quarter-quarter section for a distance of 130.64 feet to an iron pin set; thence turn an angle to the right of 69 degrees, 49 minutes, 25 seconds and run in a Southwesterly direction for a distance of 360.63 feet to an iron pin set; thence turn an angle to the left of 18 degrees, 38 minutes, 54 seconds and run in a Southwesterly direction for a distance of 340.42 feet to an iron pin set on a curve to the right, having a central angle of 19 degrees, 18 minutes, 10 seconds and a radius of 348.30 feet; thence turn an angle to the right to the chord of said curve of 70 degrees, 42 minutes, 45 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 117.34 feet to an iron pin set; thence turn an angle to the right from the tangent of said curve of 90 degrees 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 20.00 feet to an iron pin set on a curve to the right, having a central angle of 37 degrees, 45 minutes, 17 seconds and a radius of 328.30 feet; thence turn an angle to the left to the tangent of said curve of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 216.33 feet to a point on a reverse curve to the left, having a central angle of 24 degrees, 53 minutes, 54 seconds and a radius of 495.42 feet; thence run in Northwesterly direction along the arc of said curve for a distance of 215.29 feet to an iron pin set on the North line of said quarter-quarter section; thence turn an angle to the right from the chord of last stated curve of 112 degrees, 27 minutes, 38 seconds and run in a Westerly direction along the North line of said quarter-quarter section for a distance of 878.55 feet to the point of beginning. Said parcel containing 5.43 acres, more or less.

EXHIBIT B

Legal Description of Partnership A Property

See Attached.

GILBERT

EXHIBIT B

Legal Description of Partnership A Property

A parcel of land situated in the Southeast quarter of the Southeast quarter of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" crimped iron locally accepted to be the Northeast corner of said quarter-quarter section; thence run South along the East line of said quarter-quarter section for a distance of 130.64 feet to the point of beginning; thence turn an angle to the right of 69 degrees, 49 minutes, 25 seconds and run in a Southwesterly direction for a distance of 360.63 feet to an iron pin set; thence turn an angle to the left of 18 degrees, 38 minutes, 54 seconds and run in a Southwesterly direction for a distance of 340.42 feet to an iron pin set on a curve to the left, having a central angle of 42 degrees, 24 minutes, 46 seconds and a radius of 348.30 feet; thence turn an angle to the left to the chord of said curve of 140 degrees, 08 minutes, 43 seconds and run in a Southeasterly to Northeasterly direction along the arc of said curve for a distance of 257.83 feet to an iron pin set; thence run tangent to last stated curve in a Northeasterly direction for a distance of 374.77 feet to an iron pin set on the East line of said quarter-quarter section; thence turn an angle to the left of 69 degrees, 49 minutes, 25 seconds and run in a Northerly direction along said East line for a distance of 213.08 feet to the point of beginning. Said parcel containing 2.41 acres, more or less.

EXHIBIT C

Legal Description of Beaver Property

Part of the SE 1/4 of SE 1/4 of Section 21 and the NE 1/4 of NE 1/4 of Section 28, all in Township 18 South, Range 1 West, Shelby County Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said NE 1/4 of NE 1/4 of Section 28, run in a northerly direction along the east line of said 1/4 1/4 section for a distance of 1322.75 feet, more or less, to the southeast corner of the SE 1/4 of SE 1/4 of said Section 21; thence turn an angle to the right of 0 deg. 35 min. and run in a northerly direction along the east line of said SE 1/4 of SE 1/4 for a distance of 97.91 feet; thence turn an angle to the left of 79 deg. 23 min. 10 sec. and run in a northwesterly direction for a distance of 103.60 feet; thence turn an angle to the right of 38 deg. 07 min. 40 sec. and run in a northwesterly direction for a distance of 308.71 feet; thence turn an angle to the left of 101 deg. 09 min. 05 sec. and run in a southwesterly direction for a distance of 818.93 feet; thence turn an angle to the left of 28 deg. 18 min. 57 sec. and run in a southwesterly direction for a distance of 1049.84 feet, more or less, to a point on the south line of said NE 1/4 of NE 1/4 of Section 28, Township 18 South, Range 1 West; thence turn an angle to the left of 100 deg. 02 min. 43 sec. and run in an easterly direction for a distance of 987.72 feet more or less to the point of beginning; being situated in Shelby County, Alabama.

Less and except the following:

Begin at a three inch capped iron locally accepted to be the southeast corner of said Section 21; thence run in a northerly direction along the east line of said Section 21 for a distance of 97.91 feet to an iron pin set, said iron being 0.42 feet southeast of a crimped iron found; thence turn an angle to the left of 79 deg. 17 min. 07 sec. and run in a northwesterly direction for a distance of 104.02 feet to a crimped iron found; thence turn an angle to the right of 38 deg. 08 min. 11 sec. and run in a northwesterly direction for a distance of 121.41 feet to an iron pin set; thence turn an angle to the left of 107 deg. 29 min. 36 sec. and run in a southwesterly direction for a distance of 426.15 feet to an iron pin set; thence turn an angle to the left of 66 deg. 13 min. 45 sec. and run in a southeasterly direction for a distance of 234.73 feet to an iron pin set; thence turn an angle to the left of 82 deg. 29 min. 34 sec. and run in a northeasterly direction for a distance of 306.33 feet to an iron pin set on the east line of said Section 28; thence turn an angle left of 63 deg. 18 min. 00 sec. and run in a northerly direction along east line of said Section 28 for a distance of 207.02 feet to the point of beginning; being situated in Shelby County, Alabama.

CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE is made and entered into as of the 16 day of February, 1999 by SOUTHTRUST BANK, NATIONAL ASSOCIATION, a national banking association ("**Mortgagee**").

RECITALS:

Mortgagee is the holder of that certain Mortgage dated as of Dec. 16, 1996 (the "**Mortgage**") recorded in Real 118, Page 417 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by amendment thereto recorded as Instrument #1997-2142 in said Probate Office. The Mortgage encumbers the Partnership A Property, as defined and described in the Agreement (as defined below).

Mortgagee desires to consent to the execution and delivery of the Amended and Restated Restrictive Covenants (the "**Agreement**") by and among Roy W. Gilbert, Jr. and wife, Judith L. Gilbert ("**Gilbert**"), Gilbert Family Partnership, Ltd. (the "**Partnership**"), Daniel Oak Mountain Limited Partnership ("**Daniel**") and Greystone Development Company, LLC ("**Development Company**") and to also agree that, following the foreclosure of the Mortgage, the rights and interests of all of the parties thereto shall not be affected thereby. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Agreement.*

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

1. Mortgagee does hereby consent to the execution of the Agreement.
2. Mortgagee does hereby agree that the Mortgage and Mortgagee's rights and interests thereunder are hereby subordinated to the rights and interests of Daniel and Development Company under the Agreement and upon and after a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by Mortgagee under the Mortgage which results in Mortgagee acquiring title to or any interest in the Partnership A Property, as defined in the Agreement (collectively, a "**Foreclosure Action**"), then (a) the Agreement and all of the rights and privileges under the Agreement shall not be affected or disturbed by virtue of such Foreclosure Action, but shall continue in full force and effect, (b) each and every party to the Agreement and their respective successors and assigns shall continue to have the right to enjoy all of the rights and privileges set forth in the Agreement without any interference by any person claiming by, through or under Mortgagee, (c) Mortgagee or any purchaser at foreclosure, as applicable, shall succeed to the interests of Gilbert or the Partnership under the Agreement and Mortgagee shall be bound by all of the terms and provisions of the Agreement; provided, however, that in no event shall Mortgagee (or any purchaser at foreclosure) be bound by any amendments or modifications to the Agreement not consented to in writing by Mortgagee and (d) Mortgagee (or any purchaser at foreclosure) shall execute any documents or instruments reasonably requested by any of the parties to the Agreement and their respective successors and assigns to confirm that all of the terms and provisions of the Agreement shall continue in full force and effect following any such Foreclosure Action.

IN WITNESS WHEREOF, Mortgagee has executed this Consent of Mortgagee as of the
16 day of February, 1999.

SOUTHTRUST BANK, NATIONAL ASSOCIATION,
a national banking association

By: Summer Stirling
Its: Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Summer Stirling, whose name as Vice President of SOUTHTRUST BANK, NATIONAL
ASSOCIATION, a national banking association, 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 national banking
association.

Given under my hand and official seal this the 16th day of February, 1999.

David M. Dye

NOTARY PUBLIC

My Commission Expires: My Commission Expires February 7, 2000

Inst # 1999-07166

02/19/1999-07166
03:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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