

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

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

SEND TAX NOTICE TO

Mr. Terry Lee Nauert
1100 Berwick Road
Birmingham, Alabama 35242

THIS STATUTORY WARRANTY DEED is executed and delivered on this 7th day of April, 1999 by GREYSTONE COVE, LLC, an Alabama limited liability company ("Grantor"), in favor of TERRY LEE NAUERT ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 70, according to the Survey of The Cove of Greystone, Phase I as recorded in Map Book 25, Page 36 A & B, in the Probate Office of Shelby County, Alabama.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 1999, and all subsequent years thereafter.
2. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of The Cove of Greystone Declaration of Covenants, Conditions and Restrictions dated October 1, 1998 and recorded as Instrument No. 1998-36836 in the Probate Office of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
6. Any Dwelling, as defined in the Declaration, built on the Property shall contain not less than 2,600 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,000 square feet of Living Space, as defined in the Declaration, for multi-story home.
7. Subject to the provisions of Sections 6.04(a), 6.04(b) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:

- (i) Front Setback: 50 feet;
- (ii) Rear Setback: 50 feet;
- (iii) Side Setbacks: 15 feet.

The foregoing setbacks shall be measured from the property lines of the Property.

8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for himself and his heirs, executors, administrators, personal representatives and assigns, that Grantor shall not be liable for and Grantee, hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from, any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

TO HAVE AND TO HOLD unto the said Grantee, his heirs, executors, administrators, personal representatives and assigns forever

IN WITNESS WHEREOF, the undersigned COVE OF GREYSTONE, LLC, has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

GREYSTONE COVE, LLC, an Alabama limited liability company

By: Daniel Realty Company, an Alabama general partnership,
its Co-Manager

By: Daniel Equity Partners Limited Partnership, a Virginia limited
partnership, its Managing Partner

By: Daniel Equity Corporation I, a Virginia corporation,
its General Partner

By: Chris A. Brown
Its: Vice President

STATE OF ALABAMA)

SHELBY COUNTY)

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 Equity Corporation I, a Virginia corporation, as General Partner of Daniel Equity Partners Limited Partnership, a Virginia limited partnership, as Managing Partner of Daniel Realty Company, in its capacity as Co-Manager of GREYSTONE COVE, 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, as General Partner of Daniel Equity Partners Limited Partnership, a Virginia limited partnership, as Managing Partner of Daniel Realty Company, in its capacity as Co-Manager of Greystone Cove, LLC, an Alabama limited liability company.

Given under my hand and official seal, this the 7th day of April, 1999.

Meredith
Notary Public
My Commission Expires Feb. 1, 2003
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES Feb. 1, 2003
BONDED THREE THOUSANT DOLLARS UNDER WRITERS

\$120,000.00 of the purchase price recited above was derived from the proceeds of a mortgage loan closed simultaneously herewith.

STATUTORY
WARRANTY DEED
INDIVIDUAL

04/12/1999-15267
10:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 9.50