

This Instrument Prepared By:

Send Tax Notice To:

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

Kenneth L. Phillips  
Daphne P. Phillips  
200 North Way  
Hoover, Alabama 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Inst # 1999-45151

11/02/1999-45151

10:20 AM CERTIFIED

SHELBY COUNTY CLERK OF COURTS

11/02/99

**STATUTORY WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Four Hundred Twenty Thousand Dollars (\$420,000.00) to the undersigned Building Resources, Inc., an Alabama corporation, formerly known as SS & CR Construction, Inc. ("Grantor"), in hand paid by Kenneth L. Phillips and Daphne P. Phillips ("Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto Grantee, as joint tenants, with right of survivorship, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 44, according to the Survey of First Amended Plat of Greystone Farms North, Phase I, as recorded in Map Book 23, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) General and special taxes or assessments for 2000 and subsequent years not yet due and payable; (2) Building lines, easements and restrictions as shown on recorded map; (3) Riparian and other rights created by the fact that the subject property fronts on lake; (4) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 121, Page 294 and Volume 60, Page 260; (5) Easement agreement as recorded in Instrument #1996-17497; (6) Declaration of Covenants, Conditions and Restrictions as to Greystone Farms North recorded in Instrument #1996-17498 and amended in Instrument #1998-10063; (7) Release of damages as set out in Instrument #1999-06162; (8) Rights of others to use Hugh Daniel Drive as recorded in Volume 301, Page 799; (9) Agreement with Shelby Cable as recorded in Real Volume 350, Page 545; (10) Covenants and Agreement for water services as set out in agreement recorded in Real Book 235, Page 574, as modified by agreement recorded in Instrument #1992-20786, as further modified by agreement recorded in Instrument #1993-20840; (11) Development agreement including restrictions and covenants as set out in Instrument between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc., and United States Fidelity and Guaranty Company as recorded in Instrument #1994-22318, 1st Amendment as recorded in Instrument #1996-530, and 2nd Amendment recorded in Instrument #1998-6170; (12) Greystone Farms Reciprocal Easement Agreement as recorded in Instrument #1995-16400; (13) Building setbacks as established in deed recorded in Instrument #1999-06162; (14) Agreement in regard to sanitary sewer system as set out in Map Book 19, Page 96, and Instrument #1995-4395; (15) Articles of Incorporation of Greystone Farms North Owners Association as recorded in Instrument #1996-199, and 1st Amendment recorded in Instrument #1997-8840; (16) Restrictions appearing of record in Instrument #1999-06162; Real Volume 265, Page 96; Map Book 21, Page 22, and Map Book 23, Page 57; (17)

Easement agreement by and between Greystone Farms North, L.L.C., Equine Partners, L.L.C., North Lake at Greystone Owners Association, Inc. And Greystone Cove L.L.C., as recorded in Instrument #1998-18416, in the Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors 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, to the said Grantee, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Building Resources, Inc., an Alabama corporation, by its President, Chris Rouveyrol, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 27<sup>th</sup> day of October, 1999.

BUILDING RESOURCES, INC., AN ALABAMA CORPORATION

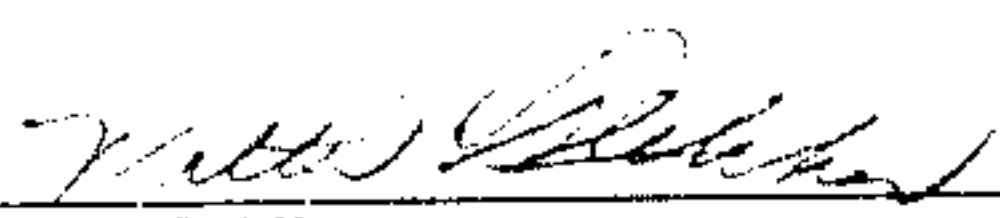
By:

  
Chris Rouveyrol  
President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Chris Rouveyrol, whose name as President of Building Resources, Inc., an Alabama 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.

Given under my hand and seal this the 27<sup>th</sup> day of October, 1999.

  
Notary Public  
Walter Fletcher

[SEAL]

My commission expires:  
5/25/2001

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SHELBY COUNTY JUDGE OF PROBATE  
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