

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

Stephen R. Mark, Esq.
Bradley Asset Ross & White, LLP
2001 Park Place North, Suite 1400
Birmingham, Alabama 35242

SEND TAX NOTICE TO

M. A. Frazier Construction, Inc.
c/o M. A. Frazier
P. O. Box 363023
Birmingham, Alabama 35238

THIS STATUTORY WARRANTY DEED is executed and delivered on this 7th day of March, 2000 by GREYSTONE COVE, LLC, an Alabama limited liability company ("Grantor"), in favor of M. A. FRAZIER CONSTRUCTION, INC. ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ninety Thousand and No/100 Dollars (\$90,000.00), 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 89, according to the Amended Map of The Cove of Greystone, Phase I, as recorded in Map Book 26, Page 39 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, 2000, and all subsequent years thereafter.
2. 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. 1998-38836 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 itself and 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 fissures) existing 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, its successors and assigns forever

IN WITNESS WHEREOF, the undersigned GREYSTONE COVE, 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

\$90,000.00 of the purchase
price recited above was paid
from mortgage loan closed
simultaneously herewith.

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: [Signature]
Its: Chairman

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles T. Little whose name is Charles T. Little 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 March, 2000.

[Signature]
Notary Public

My Commission Expires: 2/2/2003

STATUTORY
WARRANTY DEED

CORPORATE-
PARTNERSHIP

03/15/2000-08180
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PEACE
9:50