

**THIS INSTRUMENT PREPARED BY:**

Mary Thornton Taylor  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue South  
Birmingham, Alabama 35205

**SEND TAX NOTICE TO:**

Greystone Lands, Inc.  
601 Beacon Parkway West  
Suite 211  
Birmingham, Alabama 35242

**THIS STATUTORY WARRANTY DEED** is executed and delivered as of the 9th day of May, 2000 by **EQUINE PARTNERS, L.L.C.**, an Alabama limited liability company ("Grantor") in favor of **GREYSTONE LANDS, INC.**, an Alabama corporation ("Grantee")

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Seventy Eight Thousand and No/100 Dollars (\$78,000.00), 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:

Lots 4 and 58 of the Narrows Point Subdivision as recorded in Map Book 26, Page 81 A & B in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.

**TOGETHER WITH** the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Instrument #2000-09755 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2000 and all subsequent years thereafter.
2. Fire district assessments for 2000 and subsequent years not yet due and payable.
3. Mineral and mining rights not owned by Grantor.
4. The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration.
5. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

The purchase price stated herein was paid from the proceeds advanced from a Mortgage Loan recorded in Instrument #1992-7102 with the Judge of Probate of Shelby County, Alabama, as amended and modified from time to time.

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 persons who enter 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, its successors and assigns forever

05/19/2000-16496  
08:54 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NIN 12.00

Inst • 2000-16496

Equine Partners, L.L.C.

IN WITNESS WHEREOF, Grantor, EQUINE PARTNERS, L.L.C., by and through Michael D. Fuller, as President of Tyrol, Inc., an Alabama corporation, as Member of Equine Partners, L.L.C., who is authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and the Operating Agreement dated December 27, 1995 and First Amendment thereto dated July 31, 1996, which, as of this date has not been further modified or amended, has hereto set its signature and seal as of the day and year first above written.

EQUINE PARTNERS, L.L.C.,  
an Alabama limited liability company

By: Tyrol, Inc., an Alabama corporation  
Its Member

By: Michael D. Fuller  
Michael D. Fuller  
Its President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael D. Fuller, whose name as President of Tyrol, Inc., an Alabama corporation, as Member of Equine Partners, L.L.C., an Alabama limited liability company, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Member as aforesaid.

Given under my hand and seal, this 9<sup>th</sup> day of May, 2000.

Maureen Paulette Johnson  
Notary Public

[SEAL]

My commission expires:

7/24/2001

93358

Inst # 2000-16496

05/19/2000-16496  
08:54 AM CERTIFIED  
JEFFERSON COUNTY JUDGE OF PROBATE  
12.00