

This instrument prepared by:
Mary Thornton Taylor, Esquire
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue
Birmingham, Alabama 35205

Send tax notice to:
MASI, LLP
2336 20th Avenue South
Birmingham, Alabama 35223

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL PERSONS BY THESE PRESENTS:
SHELBY COUNTY)

That for and in consideration of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00) to the undersigned EQUINE PARTNERS, L.L.C., an Alabama limited liability company ("Grantor"), in hand paid by MASI, LLP, an Alabama limited liability partnership ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 3, 4 and 5, according to the Survey of The Narrows Commercial Subdivision, Sector 1, as recorded in Map Book 27, Page 8, in the Probate Office of Shelby County, Alabama (collectively, the "Property").

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 and library district assessments for 2000 and subsequent years not yet due and payable;
- (3) Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 109, page 70 and Deed Book 145, page 22;
- (4) Right of Way granted to Shelby County recorded in Deed Book 95, pages 515, 535 and 503;
- (5) Right of Way granted to South Central Bell Telephone Company by instrument(s) recorded in Deed Book 321, page 610; Deed Book 324, page 840 and Deed Book 329, page 430;
- (6) Restrictions as shown on recorded map; and
- (7) Mineral and mining rights not owned by Grantor.

Lots 3 and 4 only are hereby conveyed together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Commercial Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 2000-17137 in the Probate Office of Shelby County, Alabama (the "Declaration"). Furthermore, Lots 3 and 4 only are hereby conveyed subject to the easements, restrictions, covenants, assessments, terms and provisions of the Declaration.

\$530,000.00 of the purchase price recited above was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

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SHELBY COUNTY JUDGE OF PROBATE
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IN WITNESS WHEREOF, Grantor EQUINE PARTNERS, L.L.C. by and through William L. Thornton, III, as President of The Crest at Greystone, Inc., an Alabama corporation, the 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 Operating Agreement and First Amendment to said Operating Agreement which, as of this date have not been further modified or amended, has hereto set its signature and seal this 30th day of May, 2000.

EQUINE PARTNERS, L.L.C.

By: The Crest at Greystone, Inc.,
Its Member

By: [Signature]
William L. Thornton, III
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William L. Thornton, III, whose name as President of The Crest at Greystone, Inc., an Alabama corporation, as Member of EQUINE PARTNERS, L.L.C., 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 such instrument, 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 30th day of May, 2000.

[Signature]
Notary Public

(SEAL)
My commission expires: 7/24/2001

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