

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

Send Tax Notice To:  
Taylor Partners, L.L.P.  
850 Shades Creek Parkway  
Birmingham, Alabama 35209

Inst # 2000-23388

## STATUTORY WARRANTY DEED

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

That for and in consideration of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) to the undersigned **TAYLOR PROPERTIES, L.L.C.**, an Alabama limited liability company ("Grantor"), in hand paid by **TAYLOR PARTNERS, L.L.P.** 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 139 and 142, according to the Survey of the Final Record Plat of Greystone Farms, Milner's Crescent Sector, Phase 4, as recorded in Map Book 24, Page 114 in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Farms Declaration of Covenants, Conditions and Restrictions recorded as Instrument #1995-16401 in the Probate Office of Shelby County, Alabama, and all amendments thereto.

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.

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.

07/12/2000-23388  
10:18 AM CERTIFIED  
SHELBY COUNTY CLERK OF PROBATE  
002 CJ1 91.00

IN WITNESS WHEREOF, Grantor, Taylor Properties, L.L.C., by and through Michael D. Fuller, its Manager, who is authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization and the November 19, 1996 Amended and Restated Operating Agreement which, as of this date have not been further modified or amended, has hereto set its signature and seal this 30<sup>th</sup> day of June, 2000.

TAYLOR PROPERTIES, L.L.C.,  
an Alabama limited liability company

By: \_\_\_\_\_

Michael D. Fuller  
Its Manager

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 Manager of Taylor Properties, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 30<sup>th</sup> day of June, 2000.

\_\_\_\_\_  
Notary Public

My commission expires: 7/24/2001

[SEAL]

w0108267