

This Instrument Prepared By:

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

Send Tax Notice To:

F. Max Carroll  
Elizabeth T. Carroll  
478 Oxford Way  
Pelham, Alabama 35124

2000-41033

11/29/2000-41033  
11:34 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
164.00  
002 CJI

STATE OF ALABAMA )  
COUNTY OF SHELBY )

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

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the undersigned Greystone Lands, Inc., an Alabama corporation ("Grantor"), in hand paid by F. Max Carroll and Elizabeth T. Carroll ("Grantee"), the receipt and sufficiency of which are 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 2606, according to the Survey of Weatherly Highlands, The Ledges, Sector 26, Phase One, as recorded in Map Book 26 Page 145 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) Ad valorem taxes due and payable October 1, 2001 and all subsequent years thereafter; (2) Non-exclusive agreement for ingress, egress and utilities as set out in Instrument #1995-6002 in the Probate Office of Shelby County, Alabama; (3) Covenants and agreement for water service and tap fees as set out in Instrument #1995-6003 in Probate Office of Shelby County, Alabama; (4) Non-exclusive perpetual easement for ingress and egress and utilities as set out in Instrument #1993-37547 in Probate Office of Shelby County, Alabama; (5) Mineral and mining rights not owned by Grantor, including rights set out in Instrument #1995-30791 in Probate Office of Shelby County, Alabama; (6) The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration of Protective Covenants for Weatherly Highlands, The Ledges - Section 26 - Phase One as recorded in Inst. #2000/14750 in the Office of the Judge of Probate of Shelby County, Alabama and (7) All easements, restrictions, limitations, conditions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

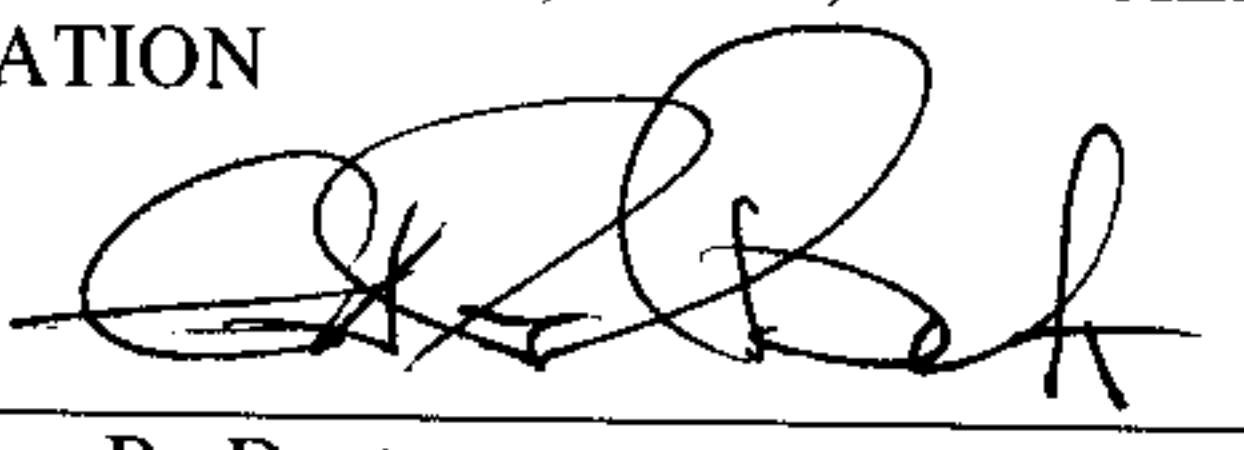
Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and for its successors and assigns, that Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective 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 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, radon, 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 Greystone Lands, Inc., an Alabama corporation, by its President, Gary R. Dent, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 22<sup>nd</sup> day of November, 2000.

GREYSTONE LANDS, INC., AN ALABAMA CORPORATION


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

  
Gary R. Dent  
President

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Gary R. Dent, whose name as President of Greystone Lands, 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 22<sup>nd</sup> day of November, 2000.

  
Notary Public Walter Fletcher  
My Commission Expires: 5/25/2001

[SEAL]

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