

THIS INSTRUMENT PREPARED BY:

Thomas J. Thornton
1119 Willow Run Road
Birmingham, Alabama 35209

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 3rd day of January, 2001 by **WEATHERLY 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 Two Hundred Sixteen Thousand Six Hundred and No/100 Dollars (\$216,600.00), 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 2874, 2871, 2870, 2806, 2807 and 2810, a total of six (6) lots, in accordance with the Survey of Weatherly Highlands, The Cove, Sector 28, Phase One, as recorded in Map Book 27, Page 99 in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following:

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 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 Cove - Sector 28 - Phase One as recorded in Instrument #200038939, in the office of the Judge of Probate of Shelby County, Alabama.
7. All easements, restrictions, limitations, conditions, 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.

IN WITNESS WHEREOF, Grantor, **WEATHERLY PARTNERS, L.L.C.**, by and through Thomas J. Thornton, Patrick A. Thornton and Robert C. Sinclair, as all of the Members

01/16/2001-01441
08:16 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 NMB 15.00

Inst # 2001-01441

C. H. Little

of WEATHERLY PARTNERS, L.L.C., who are authorized to execute this Statutory Warranty Deed as provided in Grantor's Articles of Organization dated the 19th day of October, 1999 and the Operating Agreement dated the 19th day of October, 1999, which, as of this date has not been modified or amended, the said Thomas J. Thornton, Patrick A. Thornton and Robert C. Sinclair, as such Members, have hereto set their signatures and seals as of the day and year first above written.

**WEATHERLY PARTNERS, L.L.C.,
an Alabama limited liability company**

Thomas J. Thornton (SEAL)
Thomas J. Thornton, Member

Patrick A. Thornton (SEAL)
Patrick A. Thornton, Member

Robert C. Sinclair (SEAL)
Robert C. Sinclair, Member

**STATE OF ALABAMA)
JEFFERSON COUNTY)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas J. Thornton, Patrick A. Thornton and Robert C. Sinclair, whose names as Members of Weatherly Partners, L.L.C., an Alabama limited liability company, are signed to the foregoing conveyance, and who are known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, they, as such Members and with full authority, executed the same voluntarily for and as the act of said Weatherly Partners, L.L.C., acting in its capacity as Members as aforesaid.

Given under my hand and seal, this 31st day of JANUARY, 2001.

Robert C. Sinclair
Notary Public

My commission expires:

10/16/2004

Weatherly Highlands Sector 28 Deed

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