STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$122,500.00) to the undersigned GRANTOR in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, M. BYROM CORPORATION, a corporation, (GRANTOR) does grant, bargain, sell and convey unto WILLIAM L. DOSS and ANN ABBOTT DOSS (GRANTEES) as joint tenants with the right of survivorship, the following described real estate situated in SEPFERSON COUNTY, ALABAMA to-wit:

LOT 44-A, ACCORDING TO THE SURVEY OF GREYSTONE, 8^{TH} SECTOR, RESURVEY RECORDED IN MAP BOOK 22, PAGE 116, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MINERAL AND MINING RIGHTS EXCEPTED.

Subject to:

- 1. Taxes for the year 2001 and thereafter.
- Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities and limitations, as applicable, as set out in, and as referenced in deed(s) recorded in Inst. #1995-36095.
- 3. Building setback lines as shown by Map Book 20, page 93, and pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions recorded in Real 317, page 260.
- 4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 60, page 260; Deed Book 51, page 544; Deed Book 4, page 527 and Deed Book 121, page 294.
- 5. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 20, page 93 and Map Book 22, page 116.
- 6. Amended and Restated Restrictive Covenants as set out in Real 265, page 96.
- 7. Reciprocal Easement Agreement executed by Daniel Oak Mountain Limited Partnership and Daniel Links Partnership, dated January 01, 1990 and recorded in Real 312, page 274 as amended by First Amendment thereto as recorded in Real 317, page 253 and Second Amendment as Inst. #1993-3124.
- 8. Covenant and Agreement for Water Service as set out in an Agreement recorded in Real Book 235, page 574 and amended by agreement recorded as Inst. #1993-20840 and Inst. #1992-20786.
- 9. Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, page 26() and as amended by affidavit in Real 319, page 235, and as further amended by First Amendment dated June 6, 1991 and recorded in Real 346, page 942; Second Amendment recorded in Real 378, page 904; Third Amendment recorded in Real 397, page 958; Fourth Amendment recorded in Inst. #1992-17890; Fifth Amendment recorded in Inst. #1993-3123; Sixth Amendment recorded in Inst. #1993-10163; Seventh Amendment recorded in Inst. #1993-16932; Eighth Amendment as recorded in Inst. #20968; Ninth Amendment as recorded in Inst. #1993-32840; Tenth Amendment as recorded in Inst. #1994-23329; Eleventh Amendment as recorded in Inst. #1995-8111; Twelfth Amendment as recorded in Inst. #1995-24267; Thirteenth Amendment as recorded in 1995-34231; Fourteenth Amendment as recorded in Inst. #1995-35679; Fifteenth Amendment recorded in Inst. #1996-37514; Sixteenth Amendment as recorded in Inst. #1996-39737; Seventeenth Amendment as recorded in Inst. #1997-2534; Eighteenth Amendment as recorded in Inst. #1997-17533; Nineteenth Amendment as recorded in Inst. #1997-30081; Twentieth Amendment as recorded in Inst. #1997-38614; Twenty First Amendment as recorded in Inst. #1999-3331; Twenty Second Amendment as recorded in Inst. #1999-6309; Twenty Third Amendment as recorded in Inst. #1999-47817 and as shown by Map Book 20, page 93 and Map Book 22, page 116.
- 10. Cable Agreement between Daniel Oak Mountain Liπited Partnership and Shelby Cable, Inc. as recorded in Real 350, page 5454.

- 11. Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 139, page 124 and Deed Book 138, page 595.
- 12. Easement for ingress and egress as set out in Real 265, page 316.

TO HAVE AND TO HOLD unto the said GRANTEES 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, the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said GRANTOR has caused this conveyance to be executed this the 3rd day of APRIL, 2001.

M. BYROM CORPORATION

ITS PRESIDENT

STATE OF ALABAMA) JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that MARTY BYROM whose name as President of M. BYROM CORPORATION 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 said 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 official seal offoffige this 3rd day of APRIL, 2001.

> Notary Pris Print Name: Gene W. Gray, Jr. My Commission Expires: 11/09/02

THIS INSTRUMENT PREPARED BY: GENE W. GRAY, JR. 2100 SOUTHBRIDGE PARKWAY, SUITE 638 BIRMINGHAM, AL 35209

SEND TAX NOTICE TO: WILLIAM L. DOSS 2205 THIRD AVENUE SOUTH BIRMINGHAM, ALABAMA 35233 #58-03-8-28-0-002-015

Inst # 2001-13182

04/09/2001-13182 09:13 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

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