

STATE OF ALABAMA)
SHELBY COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration ONE MILLION TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$1,225,000.00) to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, **PETER F. KERN, A SINGLE PERSON** (GRANTOR) does grant, bargain, sell and convey unto **GEORGE F. JONES** (GRANTEE), the following described real estate situated in JEFFERSON COUNTY, ALABAMA to-wit:

LOT 10, ACCORDING TO HTRE SURVEY OF GREYSTONE, 9TH SECTOR, AS RECORDED IN MAP BOOK 21, PAGE 143 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

Subject to:

General and special taxes or assessments for 2001 and subsequent years not yet due and payable.

Building setback line pursuant to the terms of the Declarations of Covenants, Conditions and Restrictions recorded in Real 317 page 260, and as amended from time to time.

Easements as shown by recorded plat, including a 10 foot and an irregular easement, both containing sanitary sewer, across the rear.

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 51 page 544; Deed Book 121 page 294 and Deed Book 4 page 527 in Probate Office. The Company insures against loss or damage by the enforcement or attempted enforcement or right to use the surface of the land in order to remove minerals, without consent of the surface owner.

Restrictions, limitations and conditions as set out in Map Book 21 page 143.

Transmission Line Permit granted to Alabama Power Company as set out in Deed 139 page 124 and Deed 138 page 595 in Probate Office.

Easements for ingress and egress as set out in Real 265 page 316 in Probate Office.

Utility Easement Agreement as set out by Inst. #1993-25946 in Probate Office.

Access Easement Agreement as set out by Inst. #1993-25945 in Probate Office.

Restrictions, covenants and conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265 page 96 in Probate Office.

Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235 page 574 and amended by agreement as set out as Inst. #1993-20840 and Inst. #1992-20786 in Probate Office.

Greystone Residential Declaration of Covenants, Conditions and Restrictions, as set out in instrument recorded in Real 317 page 260, amended by Affidavit recorded in Real 319 page 235, and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 346 page 942, 2nd Amendment as recorded in Real 378 page 904, 3rd Amendment as recorded in Real 397 page 958, 4th Amendment as recorded as Inst. #1992-17890, 5th Amendment as recorded as Inst. #1993-3123 and further amended by 6th Amendment recorded as Inst. #1993-10163, 7th Amendment as recorded as Inst. #1993-16982, 8th Amendment as recorded as Inst. #1993-20968, 9th Amendment recorded as Inst. #1993-32840, 10th Amendment recorded as Inst. #1994-23329, 11th Amendment recorded as Inst. #1995-8111, 12th Amendment recorded as Inst. #1995-24267, 13th Amendment recorded as Inst. #1995-34231 and 14th Amendment recorded as Inst. #1995-35679 and Inst. #1996-19860, 15th Amendment recorded as Inst. #1996-37514, 16th Amendment recorded as Inst. #1996-39737 and 17th Amendment recorded as Inst. #1997-2534, 18th Amendment recorded as Inst. #1997-17533, 19th Amendment recorded as Inst. #1997-30081, 20th Amendment recorded as Inst. #1997-38614 and 21st Amendment recorded as Inst. #1999-3331, 22nd Amendment recorded as Inst. #1999-6309 and 23rd Amendment recorded as Inst. #1999-47817 and as shown by Map Book 21 page 143 in the Probate Office.

Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 page 545 in Probate Office.

Reciprocal Easement Agreement pertaining to access and roadway easements as set out in Real 312 page 274 and 1st amended by Real 317 page 253 and 2nd amended as Inst. #1993-3124 in Probate Office.

Rights of others to the Use of the Lake.

Inst # 2001-20452

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SHELBY COUNTY JUDGE OF PROBATE
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\$857,500.00 of the consideration was paid from the proceeds of a mortgage loan.

TO HAVE AND TO HOLD unto the said GRANTEE, And said GRANTOR does for itself, its successors, and assigns covenant with said GRANTEE, her heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the same GRANTEE, her heirs, and assigns forever, against the lawful claims of all persons.

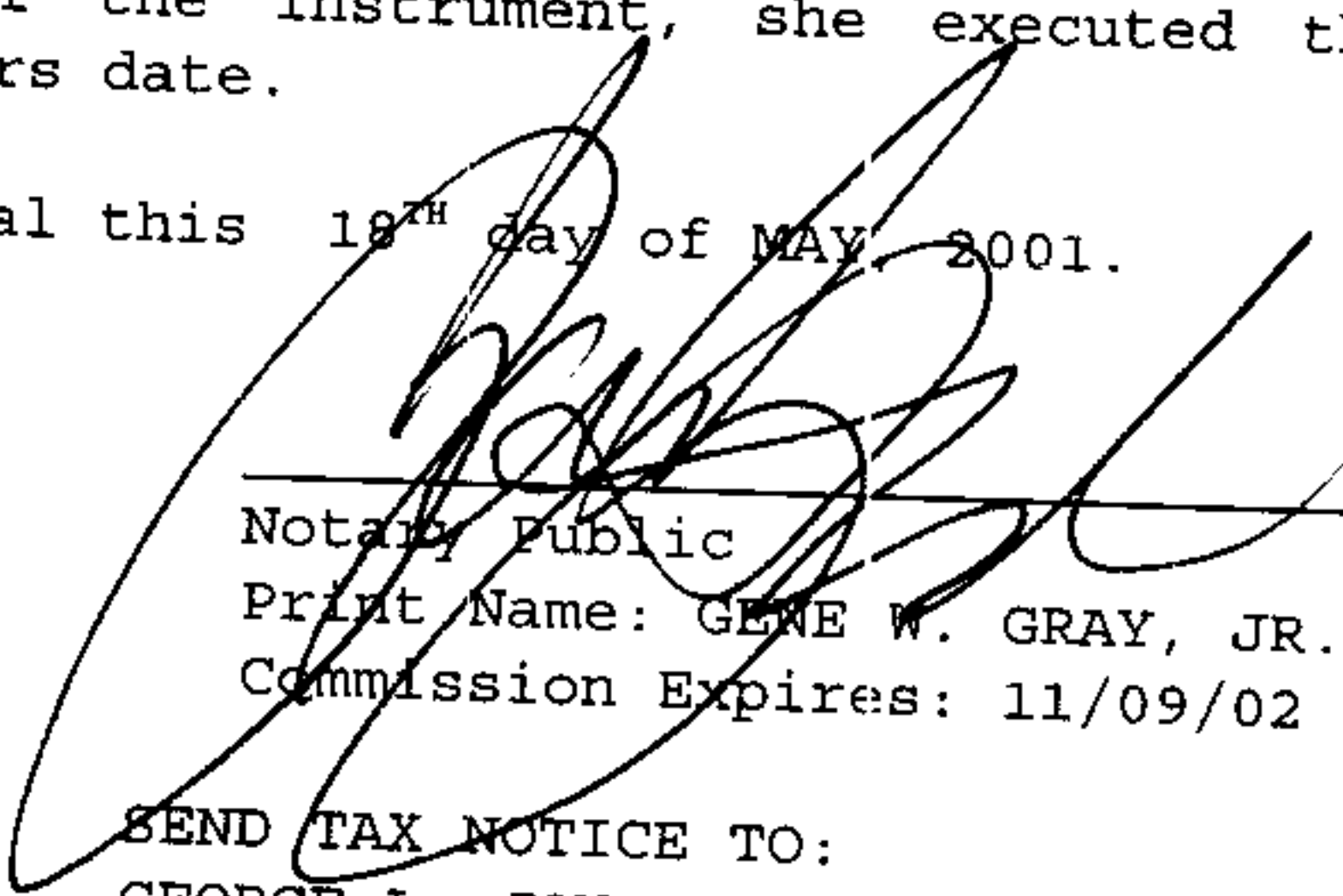
IN WITNESS WHEREOF, the said GRANTOR has caused this conveyance to be executed this the 18TH day of MAY, 2001.


PETER F. KERN

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that PETER F. KERN whose name 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18TH day of MAY, 2001.


Notary Public
Print Name: GENE W. GRAY, JR.
Commission Expires: 11/09/02

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

SEND TAX NOTICE TO:
GEORGE L. JONES
5210 GREYSTONE WAY
BIRMINGHAM, ALABAMA 35242
#58-03-8-28-0-003-010-000

Inst # 2001-20452

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