

This instrument was prepared by:  
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Gordon, Silberman, Wiggins & Childs, A Professional Corporation  
1400 SouthTrust Tower  
Birmingham, Alabama 35203

STATUTORY WARRANTY DEED

STATE OF ALABAMA: )

) KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF SHELBY: )

Inst # 2001-24397

06/14/2001-24397

09:18 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MB 197.00

That in consideration of One Hundred Seventy Nine Thousand Five Hundred Ninety Nine and 07/100 Dollars (\$ 179,599.07 ) to the undersigned Grantor, Greystone Lands, Inc., an Alabama corporation (hereinafter referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Patrick A. Thornton (herein referred to as GRANTEE), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 2871 according to the Survey of Weatherly Highlands, The Cove - Sector 28, Phase I, as recorded in Map Book 27 page 99 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama (the "Property").

Mineral and mining rights excepted.

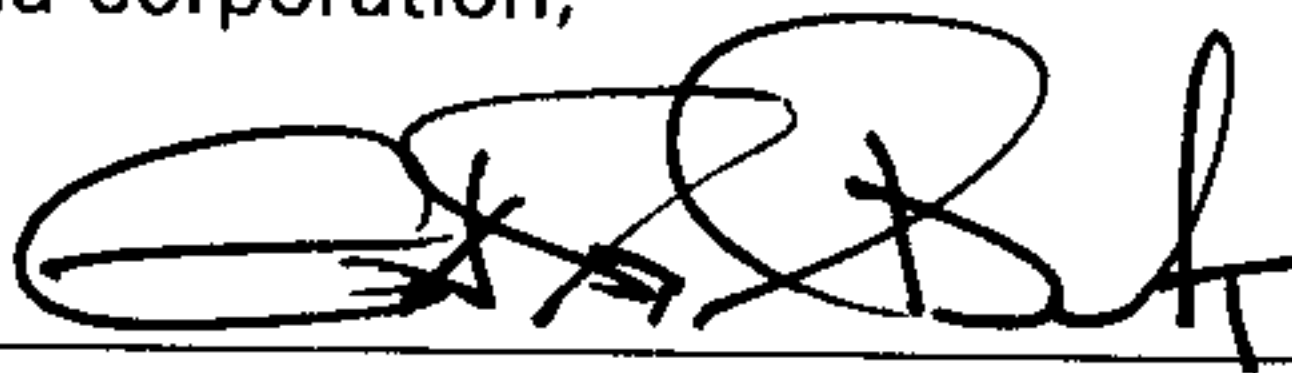
Subject to the exceptions listed on the attached Exhibit A.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself, and for its successors and assigns, that neither Grantor nor Thornton Construction Company, Inc., shall be liable for and Grantee hereby waives and releases Grantor and Thornton Construction Company, Inc., and their respective 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 to any owner, occupants or other persons who enter upon any portion of the Property as a result of any past, present or future, natural or man-made 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. The property conveyed herein is being conveyed subject to a 2-10 Home Buyers Warranty paid for by Thornton Construction Company, Inc. Grantee, by acceptance of this deed, further acknowledges, covenants and agrees for itself, and for its successors and assigns, that neither Grantor nor Thornton Construction Company, Inc., has made nor makes any representations or warranties, either express or implied, as to the physical condition of the Lot, the suitability of the Lot for any intended use and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Lot

And subject to the foregoing, GRANTOR will warrant and forever defend the right and title to the said bargained premises unto GRANTEE against the claims of all persons owning, holding, or claiming by, through, or under GRANTOR, which claims are based upon matters occurring subsequent to GRANTOR's acquisition of the bargained premises, and prior to the date of delivery of this deed.

IN WITNESS WHEREOF, the said GRANTOR, by its President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 8<sup>th</sup> day of June, 2001.

GREYSTONE LANDS, INC.  
An Alabama corporation,

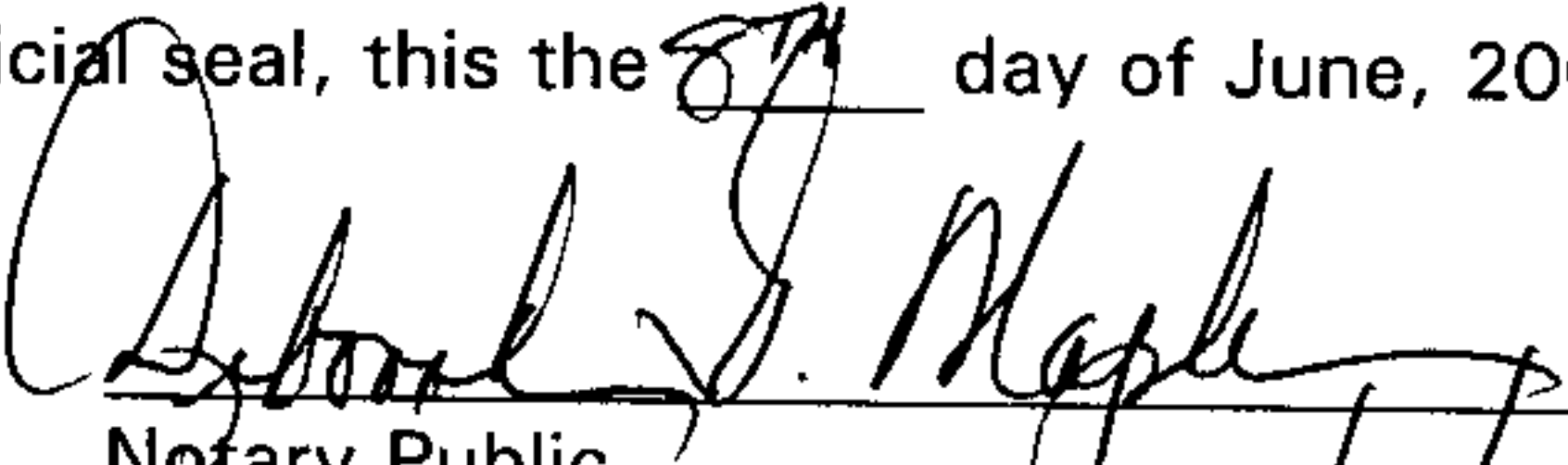
By:   
\_\_\_\_\_  
Gary R. Dent  
Its: President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said 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 official seal, this the 8<sup>th</sup> day of June, 2001.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10/16/04

**EXHIBIT A**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
7. Taxes or special assessments which are not shown as existing liens by public records.
8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
9. General and special taxes or assessments for 2001 and subsequent years not yet due and payable.
10. Building setback line of 15 feet reserved from Cove Lane as shown by plat.
11. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #2000-38939 in Probate Office.
12. Restrictions, limitations and conditions as set out in Map Book 27 page 99.
13. Easement(s) for egress/ingress and utilities as shown by instrument recorded in Inst. #1999-47153 in Probate Office.
14. 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 Inst. #1999-46871 and Inst. #2000-28449 in Probate Office.
15. Release(s) of damages as set out in instrument(s) recorded in Inst. #2001-1441 in Probate Office.
16. Non exclusive easement for ingress/egress and utilities as set out in Inst. #1995-6002 in Probate Office.
17. Covenants and agreement for water services and tap fees as set out in Inst. #1995-6003 in Probate Office.
18. Non perpetual easement for ingress/egress and utilities as set out in Inst. #1993-37546 with assignment in Inst. #1993-40410 in Probate Office.

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