

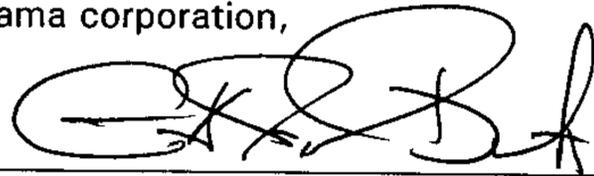
charges, costs and expenses charged by any of the applicable utility companies or utility provides to provide any utility service to the Lots.

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 25 day of May, 2001.

GREYSTONE LANDS, INC.
An Alabama corporation,

By: _____

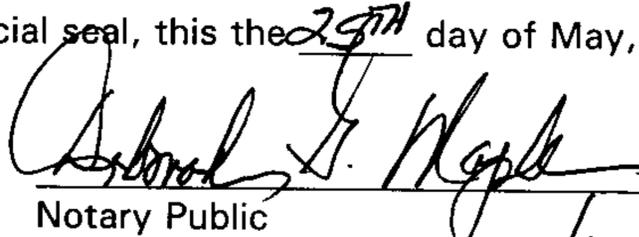


Gary R. Dent
Its: President

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 29TH day of May, 2001.



Notary Public

My Commission Expires: 10/16/2004

(SEAL)

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EXHIBIT A

- Rights or claims of parties in possession not shown by the public records.
- Easements, or claims of easements, not shown by the public records.
- Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 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.
- 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.
- Taxes or special assessments which are not shown as existing liens by public records.
- 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.
- General and special taxes or assessments for 2001 and subsequent years not yet due and payable.
- Building setback lines and Easements as shown by recorded plat.
- Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. #2000-38939 in Probate Office.
- 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.
- Non-exclusive easement for ingress, egress and utilities as set out in Inst. No. 1995-6002 in Probate Office.
- Covenants and agreement for water service and tap fees as set out in Inst. No. 1995-6003 in Probate Office.
- Non-exclusive perpetual easement for ingress and egress and utilities as set out in Inst. No. 1993-37546; with Assignment recorded as Inst. #1993-40410 in Probate Office.
- Restrictions, limitations and conditions as set out in Map Book 27 page 99.
- Easement for Egress/Ingress and Utilities as set out in Inst. #1999-47153 in Probate Office. (affects access)
- Release(s) of damages as set out in instrument(s) recorded in inst. # 2001-1441 in the Probate Office of Shelby County.

Inst # 2001-24737

06/15/2001-24737
02:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KB 133.00