

THIS INSTRUMENT PREPARED BY:

Kathryn S. Carver, Esq.
1000 Urban Center Drive, Suite 250
Birmingham, Alabama 35242

SEND TAX NOTICE TO:

William J. Kreis and Kim S. Kreis
411 Stonecrest Drive
Birmingham, Alabama 35242

STATE OF ALABAMA
SHELBY COUNTY

Inst # 2001-44932
10/17/2001-44932
10:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CH 191.50

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred Seventy-Four Thousand Five Hundred and no/100 Dollars (\$174,500.00) to **STONEGATE FARMS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **WILLIAM J. KREIS AND KIM S. KREIS** (the "Grantees"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantees, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 7, according to the Survey of Stonegate Realty-Phase One, as recorded in Map Book 29, page 4A & 4B, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. General and special taxes or assessments for the year 2002 and subsequent years, which are not yet due and payable.
2. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment. (See 1975 Code of Alabama Section 40-7-25.3).
3. Easements as shown by recorded plat, including 30 feet storm and trail easement on the Southwesterly side of lot.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded in Instrument #2001/5954 as amended and restated in Instrument #2001/12016 together with Articles of Incorporation of Stonegate Farms Property Owners' Association, Inc., recorded in Instrument #2001/5955, in said Probate Office.
5. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 176, page 381; Deed Book 185, page 475; Real 15, page 899; Deed Book 148, page 18; Deed Book 182, page 326; Deed Book 184, page 172; Deed Book 138, page 307; Deed Book 240, page 444; Deed Book 321, page 269; Deed Book 331, page 840; Deed Book 310, page 991; Deed Book 242, page 148 and Deed Book 180, page 35, in said Probate Office.
6. Agreement as set out in Instrument #1993/8112, in said Probate Office. (Applies only to that part of the land lying within 100 feet of the water's edge of each of the two lakes on the land).
7. Terms, conditions, reservations and restrictions contained in the agreement dated March 19, 1993 by and between "Smyer" and Shelby Lake Corporation as set out by Instrument #1993/8110 in said Probate Office.
8. Easements and Use Restrictions Agreement recorded as Instrument #2001/02969 in said Probate Office.

9. Option Agreement by and between Ingrid Frances Smyer Dubrow, Harald L. Smyer, Jr. and S. W. Smyer, Jr. (Lake Lot Owners); Ingrid Frances Smyer Dubrow, Harald L. Smyer, Jr., Sidney W. Smyer, III and S.W. Smyer, Jr. (Hollybrook Owners) and Stonegate Farms, LLC recorded in Instrument #2001/02970, in said Probate Office.
10. Restrictions, limitations and conditions as set out in Map Book 29, page 4A & 4B, in said Probate Office.

Together with the nonexclusive easement to use the Development Roads as more particularly defined and described in the Covenants.

TO HAVE AND TO HOLD unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantees hereby covenant and agree, for Grantees and Grantees' heirs, assigns, licensees, lessees, employees and agents, that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes, or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Grantor" shall mean and refer to (i) Stonegate Farms, LLC; (ii) the members of Stonegate Farms, LLC, both in their capacity as a member and in their separate corporate capacities including, without limitation and as may be applicable, their capacity as the owner or prior owner of any minerals subjacent to Stonegate Farms; (iii) the agents and employees of Stonegate Farms, LLC; (iv) the officers, directors, employees and agents of the members of Stonegate Farms, LLC; (v) any successors and assigns of Stonegate Farms, LLC; and (vi) any successors and assigns of Stonegate Farms LLC's interest in remaining property of Stonegate Farms, LLC. This covenant and agreement shall run with the land conveyed hereby as against Grantees and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

IN WITNESS WHEREOF, Grantor, STONEGATE FARMS, LLC, has caused this conveyance to be executed by its duly authorized President as of the 10th day of October, 2001.

STONEGATE FARMS, LLC

By: *Mark D. Elgin*
Mark D. Elgin
Its: President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MARK D. ELGIN, whose name as President of Stonegate Farms, LLC, an Alabama limited liability company, 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 limited liability company.

Given under my hand and official seal this 10th day of October, 2001.

Angela A. Chapman
Notary Public
My Commission expires: Notary Public, Alabama State at Large
My Commission Expires March 6, 2004

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