

This instrument was prepared by:
Bruce L. Gordon
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

Send Tax Notice to: Fred G. Habeishi
1229 Greystone Crest
Birmingham, Alabama 35242

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF SHELBY)

That in consideration of One Hundred Sixty-Nine Thousand Nine Hundred and no/100 Dollars (\$169,900.00) to the undersigned Grantor, **CREST RIDGE ASSOCIATES, L.L.C.**, an Alabama limited liability company (hereinafter referred to as GRANTOR), in hand paid by **Fred G. Habeishi** (hereinafter referred to as GRANTEE), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto GRANTEE, the following described real estate, situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 4, according to the survey of The Crest at Greystone First Addition, as recorded in Map Book 19, Page 52, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights excepted.

Subject to:

1. Present PUD zoning classification and PR-I.
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 line premises.
5. 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.
6. Taxes of special assessments which are not shown as existing liens by public records.
7. 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.
8. Taxes and assessments for the year 2000, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
9. Building line and easements as set forth in the Declaration of Protective Covenants.
10. Map Book 19, page 52 shows the following reservation:
Sink Hole Prone Areas - The Subdivision shown herein including lots and street, lies in an area where natural lime sinks may occur. Shelby County, the Shelby County Engineer, the Shelby County Planning Commissioner and in the individual members

thereof and all other agents, servants or employees of Shelby County, Alabama, make no representations that the subdivision lots and street are safe and suitable for residential construction, or for any other purpose whatsoever. "Area underlain by limestone and thus may be subject to lime activity".

11. Mineral and mining rights and rights incident thereto recorded in Volume 60, page 260 and Volume 121, page 294, in the Probate Office of Shelby County, Alabama.
12. Underground transmission granted to Alabama Power Company by instrument recorded in Volume 305, page 637, in the Probate Office of Shelby County, Alabama.
13. Restriction or Covenants recorded in Real 265, page 96, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.
14. Agreement between Daniel Oak Mountain Ltd. and Shelby Cable recorded in Real 350, page 545, in the Probate Office of Shelby County, Alabama.
15. Right of way and Easement to Water Works and Sewer Board, recorded in Instrument 1994-26400, in the Probate Office of Shelby County, Alabama.
16. Rights of others to use Hugh Daniel Drive as recorded in Volume 301, page 799, in the Probate Office of Shelby County, Alabama.
17. Restrictions or Covenants recorded in Instrument 1995-941, in the Probate Office of Shelby County, Alabama.
18. Building setback as set forth in the Declaration recorded in Instrument 1992-22103, 1st Amendment recorded in Instrument 1994-3752 and 2nd Amendment to be recorded in the Probate Office of Shelby County, Alabama, also shown in Map Book 19, Page 52 and also as shown by Instrument 1995-00941.
19. Release of Damages as recorded in Instrument 1992-22103, 1st Amendment recorded in Instrument 1994-3752 and 2nd Amendment to be recorded in the Probate Office of Shelby County, Alabama, and also shown by Instrument 1995-00941.
20. The Crest at Greystone Declaration of Covenants, Conditions, and Restrictions or Covenants recorded in instrument 1992-22103, 1st Amended by Instrument 1994-03752, 2nd Amendment to be recorded in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.

By the acceptance of this Statutory Warranty Deed, GRANTEE acknowledges (i) that he has physically and personally inspected the Property prior to execution of the Sales Contract; (ii) that GRANTOR has not made any representation or warranties, either express or implied, as to the physical condition of the Property, the suitability of the Property for any intended use and/or whether there exists any toxic or hazardous waste or other substance of any kind on the Property; that GRANTEE has assumed full responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property; (iii) that GRANTEE waives and releases GRANTOR, its agents, employees, officers, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injury to buildings, improvements, personal property or to us or any occupants or other persons who enters upon any portion of the Property as a result of any past, present or future 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;

and (iv) that neither the GRANTOR nor the agent for the GRANTOR has made any representation or warranty of any kind as to the condition of the Property. The property is being conveyed "AS IS" and "WITH ALL FAULTS".

By the acceptance of this Statutory Warranty Deed, Grantee further acknowledges that the Property is subject to and shall be conveyed subject to the protective covenants set forth in the Declaration, which include without limitation, building setback requirements, use restrictions limiting the use of the Property to single-family residential purposes only, requirements that all plans and specifications for all improvements be approved by an architectural review committee and that each property owner pay assessments. Grantee acknowledges receipt of the Declaration and all other documents and instruments referenced therein, including, without limitation, a copy of the Master Land Use Plan for Greystone, and Grantee agrees to be bound by all of the terms and provision set forth therein.

TO HAVE AND TO HOLD Unto the said GRANTEE his heirs and assigns, forever.

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 Managing Member, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 22nd day of January, 2002 and this document is executed as required by the Articles of Organization and Operating Agreement and same have not been modified or amended.

CREST RIDGE ASSOCIATES, L.L.C.

BY Charles W. Daniel
Charles W. Daniel
Managing Member

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles W. Daniel, whose name as Managing Member of Crest Ridge Associates, L.L.C., 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 Managing Member and with full authority, executed the same voluntarily for and on behalf of the limited liability company.

Given under my hand and official seal, this the 22nd day of January, 2002.

Notary Public
Notary Public
01/28/2002 -04768
02:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
093 MEL 187.00