



STATEMENT OF LIEN

STATE OF ALABAMA
COUNTY OF SHELBY

Casey Proctor
Heath Trumbly files this statement in writing, verified by the oath of
Heath Trumbly, President, who has personal knowledge of the facts herein set forth:

That the said Dirtworks & Bobcat Serv., Inc. claims lien upon the following property,
situated in Shelby County, Alabama, to wit:

Legal description of property attached hereto.

The lien is claimed, separately and severally, as to both the building and improvements
thereon, and the said land.

That said lien is claimed to secure an indebtedness of \$ 815.00 with interest
beginning on the 1st day of May, 2002 for materials, labor and or services
actually incorporated in said property.

The name of the owner or proprietor of said property is _____
Mr. Isiaka Lawal

Heath Trumbly
By: _____
Its President

Before me, the undersigned, a Notary Public in and for said county, State of Alabama,
personally appeared Heath Trumbly, President of Dirtworks & Bobcat Service, Inc.
who, being duly sworn, deposes and says that he or she has personal knowledge of the facts set
forth in the foregoing Statement of Lien, and that the same are true and correct to the best of his
or her knowledge and belief.

Sworn to and subscribed before me on this the 26th day of April, 2002

Casey Smith Proctor
Notary Public

My commission expires: 08/03/03

Inst # 2002-19442

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

SEND TAX NOTICE TO:

Mr. and Mrs. Isiaka Lawal
818 Danton Lane
Birmingham, Alabama 35210

20020426000194421 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
04/26/2002 11:14:58 FILED/CERTIFIED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 27th day of February, 2001 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Grantor"), in favor of ISIAKA LAWAL AND WIFE, DAYO LAWAL ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Seventy-One Thousand One Hundred and No/100 Dollars (\$71,100.00), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 139, according to the Survey of Greystone Legacy, 1st Sector as recorded in Map Book 26, Pages 79 A, B and C, in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2001, and all subsequent years thereafter.
2. Library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. The easements, restrictions, reservations, covenants, liens, assessments, agreements and all other terms and provisions of the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 and recorded as Instrument No. 1999-50995 in the Office of the Judge of Probate of Shelby County, Alabama, as amended (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
6. Any Dwelling, as defined in the Declaration, built on the Property shall contain not less than 3,000 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,600 square feet of Living Space, as defined in the Declaration, for multi-story home.
7. Subject to the provisions of Sections 6.04(a), 6.04(b) and 6.05 of the Declaration, minimum building setback requirements for any Dwelling, as defined in the Declaration, to be constructed, erected, placed or maintained on the Property shall be as follows:

- (i) Front Setback: 50 feet;
- (ii) Rear Setback: 50 feet;
- (iii) Side Setbacks: 15 feet.

The foregoing setbacks shall be measured from the property lines of the Property. \$63,990.00 of the consideration was paid from proceeds of mortgage loan*
8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors, administrators, personal representatives and assigns, that (a) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters of survey or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property; (b) Grantees have assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property; and (c) Grantor shall not be liable for and Grantees, jointly and severally, hereby waive and release Grantor, its members, managers, 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 injuries to buildings, structures, improvements, personal property or to Grantees or any owner, occupants or other person 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.

TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives 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.

IN WITNESS WHEREOF, the undersigned GREYSTONE DEVELOPMENT COMPANY, LLC, has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company

By: Daniel Realty Corporation, an Alabama corporation, Its Manager

By: Allan D. Worthington
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allan D. Worthington whose name as President of Daniel Realty Corporation, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation, as manager of Greystone Development Company, LLC as aforesaid.

Given under my hand and official seal, this the 27th day of February, 2001.

Nancy R. Echols
Notary Public
My Commission Expires: 3-27-2001

*closed simultaneously herewith.

STATUTORY WARRANTY DEED
JOINT TENANCY WITH RIGHT OF SURVIVORSHIP

CLAYTON T. SWEENEY, ATTORNEY AT LAW
03/06/2001-07741
08:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 031

Inst # 2002-19442

04/26/2002-19442
11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB 14.00