

STATE OF ALABAMA)  
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of FORTY THOUSAND AND NO/100 DOLLARS (\$00.00) to the undersigned GRANTOR in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, **TYROL, INC.** (GRANTOR) does grant, bargain, sell and convey unto **PALMER CONSTRUCTION, INC.** (GRANTEE), the following described real estate situated in SHELBY COUNTY, ALABAMA to-wit:

Lot 139, according to the Survey of FINAL RECORD PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR, PHASE 4 as recorded in Map Book 24, Page 114, in the Probate Office of Shelby County Alabama.

**TOGETHER WITH** the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Farms North Declaration of Covenants, Conditions and Restrictions recorded as Instrument# 1996/17498 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "DECLARATION").

**Subject to:**

1. Taxes due October 01, 2002.
2. THOSE ITEMS SET OUT ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF, AND INCORPORATED HEREIN FOR ALL PURPOSES.

ALL OF THE CONSIDERATION WAS PAID FROM A MORTGAGE LOAN.

**TO HAVE AND TO HOLD** unto the said GRANTEE, heirs, successors and assigns forever.

GRANTEE understands that acceptance of this deed constitutes acceptance of all of the terms, conditions and obligations as set out hereinabove.

**IN WITNESS WHEREOF**, the said GRANTOR has caused this conveyance to be executed this the 10<sup>th</sup> day of JUNE, 2002.

TYROL, INC.  
An Alabama Corporation

By: 

MICHAEL D. FULLER  
ITS PRESIDENT

GRANTEE  
PALMER CONSTRUCTION, INC.

  
GEORGE D. PALMER  
ITS PRESIDENT

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Gene W. Gray, Jr., a Notary Public, in and for said County in said State, hereby certify that MICHAEL D. FULLER, whose name as President of TYROL, 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 said 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 of office this 10<sup>th</sup> day of JUNE, 2002.

  
Notary Public  
Commission Expires 11/09/02

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, Gene W. Gray, Jr., a Notary Public, in and for said County in said State, hereby certify that GEORGE D. PALMER whose name as President of PALMER CONSTRUCTION, 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 said 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 of office this 10<sup>th</sup> day of JUNE, 2002.

  
Notary Public  
Commission Expires: 11/09/02

PREPARED BY:  
GENE W. GRAY, JR.  
2100 SOUTHBRIDGE PARKWAY,  
SUITE 638  
BIRMINGHAM, AL 35209

SEND TAX NOTICE TO:  
PALMER CONSTRUCTION, INC.  
3256 WASHINGTON VALLEY RD  
SPRINGVILLE, AL 35146  
#58-03-8-34-0-003-056.000

**EXHIBIT "A"**  
**TYROL, INC. to PALMER CONSTRUCTION, INC.**

Building setback lines as shown by Map Book 24 page 114, and by restrictions recorded in Inst. #1995-16401 and 1<sup>st</sup> Amendment recorded as Inst. #1996-1432 and 2<sup>nd</sup> Amendment recorded as Inst. #1996-21440 and 3<sup>rd</sup> Amendment recorded in Inst. #1997-2587 and 4<sup>th</sup> Amendment recorded as Inst. #1998-10062 and 5<sup>th</sup> Amendment recorded in Inst. #1998-30335 and 6<sup>th</sup> Amendment recorded as Inst. #2000-9754 in Probate Office.

Restrictions, covenants and conditions as to Greystone Farms as set out in Instruments recorded as Inst. #1995-16401 and 1<sup>st</sup> Amendment recorded as Inst. #1996-1432; 2<sup>nd</sup> Amendment recorded in Inst. #1996-21440; 3<sup>rd</sup> Amendment recorded in Inst. #1997-2587 and 4<sup>th</sup> Amendment recorded as Inst. #1998-10062, 5<sup>th</sup> Amendment recorded as Inst. #1998-30335 and 6<sup>th</sup> Amendment recorded as Inst. #2000-9754 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 Deed Book 121 page 294 and Deed Book 60 page 260 in Probate Office. The Company does further insure against loss or damage to improvements located on the property which may be occasioned by the enforcement or attempted enforcement of the right to use the surface of the land in order to remove minerals, without consent of the surface owners.

Restrictions, limitations and conditions as set out in Map Book 24 page 114.

Easement(s) to BellSouth Communications as shown by instrument recorded in Inst. #1995-7422 in Probate Office.

Amended and Restated restrictive covenants including building setback lines and specific provisions for dense buffer along Hugh Daniel Drive, all as set out in instrument recorded in Real 265 page 96 in Probate Office, and which said building setback lines and dense buffer are shown on survey of Paragon Engineering, Inc. dated July 14<sup>th</sup> 1994.

Shelby Cable Agreement recorded in Real 350 page 545 in Probate Office.

Covenants and Agreement for water service as set out in an Agreement recorded in Real Book 235 page 574 as modified by Agreement recorded as Inst. #1992-20786 as further modified by Agreement recorded as Inst. #1993-20840 in Probate Office.

Right of way from Daniel Oak Mountain Limited to Shelby County recorded on July 13, 1994 as Inst. #1994-21963.

Development Agreement between Daniel Oak Mountain Limited Partnership, Greystone Residential Association, Inc., Greystone Ridge, Inc. and United States Fidelity and Guaranty Company as Inst. #1994-22318 and 1<sup>st</sup> Amendment recorded in Inst. #1996-0530 and 2<sup>nd</sup> Amendment recorded as Inst. #1998-16170 in Probate Office.

Greystone Farms Reciprocal Easement Agreement as set out in Inst. #1995-16400 in Probate Office.

Greystone Farms Community Center Property Declaration of Covenants, Conditions and Restrictions as set out in Inst. #1995-16403 in Probate Office.

Release(s) of damages as set out instrument(s) recorded in Inst. No. 2000-45560 and Inst. No. 2000-23388 in the Probate Office.

Building setback line of 10 feet reserved from both sides as shown by plat, building setback line of 35 feet reserved from rear as shown by plat and building setback line of 30 feet reserved from Milner Road East as shown by plat

Easements as shown by recorded plat, including 20 feet on the Southerly side of lot and an irregular easement on the Easterly and along the Southwesterly corner of lot.