

THIS INSTRUMENT WAS PREPARED BY:
CLAYTON T. SWEENEY, ATTORNEY
2700 HIGHWAY 280 EAST, SUITE 160
BIRMINGHAM, AL 35223

Send Tax Notice To:
SEAN T. O'MALLEY
JANIS P. O'MALLEY
7015 NORTH HIGHLAND DR
BIRMINGHAM AL 35242

STATUTORY JOINT SURVIVORSHIP DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 5th day of September, 2002 by HPH PROPERTIES, LLC, an Alabama limited liability company ("Grantor"), in favor of SEAN T. O'MALLEY and JANIS P. O'MALLEY, as joint tenants with rights of survivorship.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00), in hand paid by Grantee 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 Grantee the following described real property (the "Property") situated in Shelby County, Alabama:

Lot 726 and 727, according to the Survey of Greystone Legacy, 7th Sector as recorded in Map Book 30, Page 43 A, Band 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, 2002, 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.

8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for theirself and their heirs and assigns, that Grantee, (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 limitations 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) Grantee has 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 Grantee hereby waives and releases 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 Grantee 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 to the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in the fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common

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

H.P.H. Properties, LLC
By HPHB, LLC, Member

Alan C. Howard, Member

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Alan C. Howard, whose name as Member of HPHB, LLC, an Alabama limited liability company, which is Member of H.P.H. Properties, 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 the Instrument, he, as such Member and with full authority, signed the same voluntarily for and as the act of said limited liability company acting in its capacity as Member of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 5th day of September, 2002.

NOTARY PUBLIC
My Commission Expires: