

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

Stephen R. Monk, Esq,
Bradley Arant Rose & White, LLP
2001 Park Place North, Suite 400
Birmingham, Alabama 35242

SEND TAX NOTICE TO:

Mr. Mark Marlow
Legacy Place, LLC
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

THIS CORRECTIVE STATUTORY WARRANTY DEED is executed and delivered on this 3rd day of September, 2002 by DANIEL LEGACY, LLC, an Alabama limited liability company ("Grantor"), in favor of LEGACY PLACE, LLC ("Grantee").

WHEREAS, Grantor has heretofore executed and delivered to Grantee a Statutory Warranty Deed dated August 13, 2001 (the "Original Deed") which has been recorded as Instrument No. 2001-35993, in the Probate Office of Shelby County, Alabama;

WHEREAS, the Original Deed referred to an incorrect legal description of the real property (the "Property") conveyed by Grantor to Grantee; and

WHEREAS, Grantor and Grantee desire to enter into this Corrective Statutory Warranty Deed in order to properly reflect and correct legal description of the Property.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten Dollars (\$10.00), 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 Property situated in Shelby County, Alabama described as follows:

Lots 17, 19 through 23, inclusive, and Lots 25 through 34, inclusive, according to the Survey of Legacy Place of Greystone as recorded in Map Book 27, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 18A, according to a Resurvey of Lot 18 and Park, Legacy Place of Greystone as recorded in Map Book 28, Page 6 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


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Shelby Cnty Judge of Probate, AL
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of Probate of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as (the "Master Declaration").

6. The easements, restrictions, reservations, covenants, liens, assessments, agreements and all other terms and provisions of the Supplemental Covenants for Legacy Place of Greystone dated as of July 27, 2000 and recorded as Instrument No. 2000-25238 in the Judge of Probate of Shelby County, Alabama as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as (the "Supplemental Covenants").

7. Any Dwelling, as defined in the Master Declaration, built on the Property shall contain not less than 2,300 square feet of Living Space, as defined in the Master Declaration, for a single-story house; or 2,500 square feet of Living Space, as defined in the Declaration, for a multi-story home.

8. Subject to provisions of Sections 6.04(a), 6.04(b) and 6.05 of the Master Declaration, minimum building setback requirements for any Dwelling, as defined in the Master Declaration, to be constructed, erected, placed or maintained on the Property shall be as follows:

- (i) Front Setback: 10 feet;
- (ii) Rear Setback: 10 feet; and
- (iii) Side Setbacks: 5 feet.

The foregoing setbacks shall be measured from the property lines of the Property.

9. 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 itself and its successors 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) 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 unto the said Grantee, its successors and assigns forever.

Grantee joins in the execution of this Corrective Statutory Warranty Deed to acknowledge, consent and agree to the terms and provisions hereof.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Corrective Statutory Warranty Deed to be executed as of the day and year first above written.

GRANTOR:

DANIEL LEGACY, LLC, an Alabama limited liability company

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

By: Allan Watthijh
Its: President

GRANTEE:

LEGACY PLACE, LLC

By:

Mark L. Marlow
Mark L. Marlow
Its Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allan Worthington whose name as President of Daniel Realty Corporation, an Alabama corporation, as Manager of DANIEL LEGACY, 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 Daniel Legacy, LLC as aforesaid.

Given under my hand and official seal, this the 19th day of September, 2002.

Nancy R. Echols
Notary Public
My Commission Expires: 3-27-05

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Mark L. Marlow, whose name as Manager of LEGACY PLACE, LLC, an Alabama limited liability company 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 on the day the same bears date for and as the act of such limited liability company.

Given under my hand and official seal, this the 11 day of September, 2002.

Pamela D. Hastings
Notary Public
My Commission Expires: MY COMMISSION EXPIRES NOVEMBER 22, 2003